

Final Release, Monday, April 13, 2020

**REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD**

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

**Tuesday, April 14, 2020**

**6:00 PM**

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

***To empower all students to become contributing members of society equipped with the skills, knowledge, and values necessary to meet the challenges of a changing world.***

**We Believe**

- ❖ ***All students can learn and achieve.***
- ❖ ***Everyone has unique strengths, talents, and needs.***
- ❖ ***All students and staff should be responsible for and dedicated to educational excellence.***
- ❖ ***Education requires cooperation, honesty, and respect among the students, parents, staff, school, and community.***
- ❖ ***The school community deserves a safe and caring environment.***
- ❖ ***Our actions reflect our values and our dedication to meeting student needs fairly and equitably.***
- ❖ ***Ample resources are essential to accomplish the Mission.***

**We Value**

***achievement, caring, creativity, curiosity, diligence, diversity, fairness, honesty, kindness, respectfulness, responsibility and service to the community.***

**AGENDA\***

*Amphitheater is complying with the Governor's Executive Order and exercising safe social distance for this Board meeting and may have Board Members appear at the meeting through technological means. This meeting will be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the district's website, [www.amphi.com](http://www.amphi.com).*

*In the interest of public health and safety, at this time anyone wishing to address the Board during the Call to the Audience may submit a written statement of no more than 3 minutes in length when read aloud. Public comments may be emailed to [ksmith@amphi.com](mailto:ksmith@amphi.com) and will be read during the Call to the Audience as long as time permits. These must be received 24 hours before the start of the Board meeting. Persons present at the Board meeting (limited seating) may also complete a form to speak to the Board. Attendees will be required to wear a face covering/mask, upon entering and during the meeting. Attendees' temperatures will be taken, and social distancing among attendees is required.*

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

<sup>1</sup> Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.

<sup>2</sup> Information items are for discussion only; no action will be taken.

<sup>3</sup> Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.

<sup>4</sup> Study session items are for discussion only; no action will be taken

We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.

**1. EXECUTIVE SESSION**

A. Motion to Recess Open Meeting and Hold an Executive Session for: 4

1. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).

**2. RESUME PUBLIC MEETING**

**PLEDGE OF ALLEGIANCE**

*(Main meeting expected to resume at approximately 6:30 PM)*

**ANNOUNCEMENT OF DATE AND PLACE OF THE NEXT SPECIAL GOVERNING BOARD MEETING**

Tuesday, April 28, 2020 at 5:30 PM, Wetmore Center, 701 W. Wetmore Road - Leadership & Professional Development Center, SE Parking & Entrance

**3. RECOGNITION**

- A. Recognition of Ironwood Ridge High School Superintendent's Student Advisory Council 5
- B. Review and, if appropriate, Vote to Approve Proposed Resolution Recognizing the Special Contributions of Educational Support Personnel 6

**4. PUBLIC COMMENT<sup>1</sup>**

**5. INFORMATION<sup>1</sup>**

- A. Superintendent's Report 9
- B. Status of Bond Projects 10
- C. Periodic Legislative Update 18

**6. CONSENT AGENDA<sup>3</sup>**

- A. Approval of Appointment of Administrative Personnel – High School Principal of Amphitheater High School 61
- B. Approval of Appointment of Non-Administrative Personnel 65
- C. Approval of Personnel Changes 67
- D. Approval of Leave(s) of Absence 76
- E. Approval of Separation(s) and Termination(s) 78
- F. Approval of Stipend for Coaching Volunteers 80
- G. Approval of Minutes of Previous Meeting(s) 82
- H. Approval of Vouchers Totaling and Not Exceeding Approximately \$5,580,575.53 108
- I. Acceptance of Gifts 109
- J. Receipt of February 2020 Report on School Auxiliary and Club Balances 111
- K. Approval of Out of State Travel 121
- L. Approval of Supplemental Texts and Materials 124
- M. Approval of New Course for the 2020-2021 School Year 126
- N. Approval of Revisions to Governing Board Policy HD (Meet and Confer Procedures) 129
- O. Approval of School Facilities Board (SFB) Grant for Amphitheater High School 134
- P. Approval of Contract Forms for 2020-2021 Fiscal Year and Direction to Administration to Issue Appropriate Contracts to Renewing Contracted Staff 143
- Q. Grading Plan for Students K-12 During School Closure

**7. STUDY/ACTION**

\* The Governing Board may meet in executive session concerning any item on this agenda for purpose of consultation with 166 legal counsel, pursuant to A.R.S. § 38-431.03(A)(3). Rules of Order that apply to Governing Board meetings may be suspended by a vote of the majority of the Board. One or more Governing Board members may attend by electronic means.

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A. Study of REACH Scope and Sequence 2020	168
8. <b><u>ACTION</u></b>	
A. Consideration of the “Joint Recommendation of the Meet and Confer Teams for Compensation Matters” and Approval of a Compensation Package for the 2020-2021 Fiscal Year	190

**In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting in the Records Department (Room 114), Wetmore Center, 701 West Wetmore Road, Tucson, Arizona. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.**

**If you are in need of special accommodations, please call the Governing Board office: (520) 696-5158**

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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Executive Session

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

- 1. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).**

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**BACKGROUND:**

The Board may wish to convene an executive session pursuant to A.R.S. §38-431.03(A)(5) to discuss item (A)(1) as identified above.

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**RECOMMENDATION:**

Administration recommends the Board take action to convene an Executive Session.

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**INITIATED BY:**

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

Date: April 7, 2020

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Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**            **Recognition of Ironwood Ridge High School Superintendent's Student Advisory Council**

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**BACKGROUND:**

The students in Amphitheater School District are our most important assets. That is no more evident than when they step up to take leadership positions at their schools. The Governing Board would like to recognize the Ironwood Ridge High School Superintendent's Student Advisory Council, and thank them for their service to their classmates and school.

Their input during group discussions, and their concern for Ironwood Ridge High, provides the students and Superintendent an opportunity to talk informally about student issues and concerns. We know students have busy school, work, and extra-curricular schedules. Taking the time to discuss issues that are important to their peers is a clear indication that council members care about their school. The Board recognizes Ironwood Ridge High School's Superintendent's Student Advisory Council Members:

Cail Davis  
Allie Cherrington  
Audrey Sattler  
Mason Whitaker

Ali Cordova  
Ethan DeSilva  
Rumur Rouille  
Kelli Suckell

Jayni Eldridge  
Sage Garcia  
Jarrod Taylor  
Bennett Whitaker

Rachel Barriga  
Kate Cherrington  
Alenzia Frederick  
Robyn Stephens

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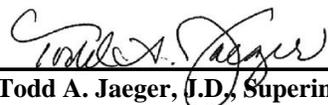
**RECOMMENDATION:**

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

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**INITIATED BY:**

**Date: March 27, 2020**

  
\_\_\_\_\_  
**Todd A. Jaeger, J.D., Superintendent**



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**      **Review and, if appropriate, Vote to Approve Proposed Resolution Recognizing the Special Contributions of Educational Support Personnel**

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**BACKGROUND:**

It takes many employees of every job description to make a school district run and to provide a quality education to students. Each year, nationally organized activities direct attention to the invaluable efforts of teachers, nurses and school administrative assistants. Yet, there are many other important contributions made daily by other school personnel who do not receive their own special day of recognition.

The District's Educational Support Personnel, also known as "Support Staff," serve in many crucial roles throughout the District. These employees provide vital support for our students all school year, playing instrumental roles in creating safe, clean, and welcoming school environments that meet student, parent and community needs.

While one day a year of recognition does not approach the level of appreciation due to these dedicated staff members, the Governing Board has for several years set aside a day to highlight the contributions of our support staff.

A resolution (attached) has been prepared for the purpose of setting April 22, 2020 as the date this year when the contributions of Educational Support Personnel are specially recognized.

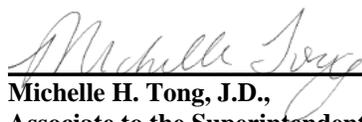
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**RECOMMENDATION:**

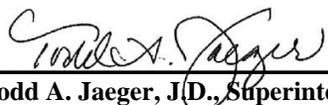
The Administration recommends the Board's adoption and dissemination of the attached form of resolution.

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**INITIATED BY:**

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

**Date: April 13, 2020**

  
Todd A. Jaeger, J.D., Superintendent

**A RESOLUTION OF THE GOVERNING BOARD OF  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10  
OF PIMA COUNTY, ARIZONA,  
RECOGNIZING THE SPECIAL CONTRIBUTIONS  
OF EDUCATIONAL SUPPORT PERSONNEL**

**WHEREAS**, the Amphitheater Unified School District (the District) exists for the purpose of providing a free public education to Arizona children;

**WHEREAS**, the Governing Board is charged with the supervision and governance of the District, including the authority to employ persons necessary to carry out the functions of the District;

**WHEREAS**, the provision of education to District students requires the efforts of many people, including those who serve as educational support personnel (Support Staff), sometimes also known as Classified Staff;

**WHEREAS**, the District recognizes the essential contributions Support Staff provide to the high-quality services provided to students in Amphitheater schools; and

**WHEREAS**, these important Support Staff personnel are, in a typical year, often the first people Amphitheater students encounter each and every day—the people who drive the bus, help students cross the street, provide children with nutritious meals, greet families, staff and guests at schools and in center offices, keep our buildings and grounds clean, and safe and help our students be healthy and successful;

**WHEREAS**, in the year 2020, a global pandemic called COVID-19 caused school buildings to close while educational services continued, Support Staff were called upon to provide services to students and staff in new and unprecedented ways—even to take on new roles and re-assignments; and

**WHEREAS**, Support Staff throughout the District took on these responsibilities with dedication, care and patience; and

**WHEREAS**, the date of April 22, 2020 has been set aside nationally to recognize administrative assistants, one part of the District's Support Staff; and

**WHEREAS**, the Governing Board believes in ongoing appreciation of all Support Staff - - indeed all school District staff -- and that recognition need not be limited to one day per year, it also recognizes the value in setting aside a specific date to express appreciation and to focus public attention on the efforts of educational personnel; and

**WHEREAS**, the focus and attention of the public can be enhanced by coordination of and combination of District recognition activities for all Support Staff with those occurring nationally for administrative assistants;

**NOW, THEREFORE, BE IT RESOLVED**, by the Amphitheater Unified School District Governing Board, that the District hereby recognize the special everyday contributions of every Support Staff employee of the District, and sets apart Wednesday, April 22, 2020 as “Educational Support Staff Appreciation Day” in the District.

The Amphitheater Governing Board invites other school district governing boards to join them in this celebration of the special contributions of school district Support Staff.

**PASSED AND ADOPTED** by the Governing Board this 14<sup>th</sup> day of April, 2020.

Governing Board Members:

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Deanna M. Day, M.Ed.  
President

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Vicki Cox Golder  
Vice-President

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Scott K. Baker, Ph.D.

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Matthew A. Kopec

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Susan Zibrat



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

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**DATE OF MEETING:**     **April 14, 2020**

**TITLE:**           **Superintendent's Report**

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**BACKGROUND:**

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

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**RECOMMENDATION:**

This item is presented for the Board's information.

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**INITIATED BY:**

**Date: March 25, 2020**

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

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



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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Status of Bond Projects

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**BACKGROUND:**

Administration will present the Governing Board with current information on the status of projects funded with Bond monies.

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**RECOMMENDATION:**

For information and discussion only.

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**INITIATED BY:**

A handwritten signature in cursive script that reads "James Burns".

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Jim Burns, Executive Manager, Operational Support

Date: April 6, 2020

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

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Todd A. Jaeger, J.D., Superintendent

Status of Bond Projects  
4/14/2020 Governing Board Meeting

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

**AHS:**

**Bond Projects**

Exterior paint improvements – 100 wing north fascia  
    -requesting P.O. – summer work

Design for renovation to the cafeteria/serving line – P.O. received      \$11,390

Asphalt repairs – parking lot & baseball field – 80% complete      \$18,624  
    -remainder to be completed in July

JTED Welding Lab – 800 Bldg  
    -electrical & mechanical rough in  
    -electrical service trench/conduit done over spring break

**CDO:**

**Bond Projects**

Main Switchgear Modernization      \$187,486

- Cable testing found three bad cables: replacement underway

T Building – fan coil improvements – requested P.O.

A/C replacement x (3) on Bldg N – 85% complete      \$42,086  
-complete remaining work after new roof

**SFB Projects**

Campus Roofing Phase I      \$2,662,679

- Bldg E – 90% complete      Bldg JE – 90% complete
- Bldg JW – 90% complete      Bldg J – 90% tear off weather dependent
- Bldg K – starting tear off

**Adjacent Ways**

Pave fire lane by tennis courts – summer construction      \$115,443

**IRHS:**

**Bond Projects**

ADA parking lot improvements – requesting P.O.	
ADA restroom repairs – faucet replacement – complete	\$15,600
Replace PRV valve – Bldg N – complete	\$4,381
Track repairs & resurfacing – P.O. received – April project	\$130,442
Re-paint storage container under the bleachers – await scheduling	\$1,389

**SFB Projects**

SFB 4228 Roofing – tear off weather dependent	\$4,272,241
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**AMS:**

**Bond Projects**

PA System improvements – P.O. received	\$109,382
- new wiring, exterior speakers & new clocks	
- June construction start – pre-construction meeting scheduled for April	
Maker Space – room 806 B – P.O. requested	\$11,493
Weight room to woodshop improvements – P.O. requested	\$14,384

**Copper Creek:**

**Bond Projects**

Central plant chiller replacement	\$198,756
- construction in progress – 80% complete	
- factory start up – awaiting schedule	
Pueblo Mechanical – chiller controls – 100% complete	\$5,121

**Coronado:**

**Bond Projects**

Maker space – room 8 – 100% complete	\$11,983
Lighting replacement – rooms 5-10	\$37,451
- 80% complete – room 17 fixtures on order	

Exterior lighting fixture replacement – bids open 4/14	\$16,347
<b><u>SFB Projects</u></b>	
SFB 4854 MPR building roof replacement – 50% complete - mobilize 3/10	\$403,519

**Cross:**

**Bond Projects**

Maker space – room 403 – P.O. requested	\$17,623
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**SFB Projects**

MPR HVAC replacement – start date week of 4/6	\$252,674
Roof replacement – assessment – await contractor scheduling	\$8,205

**Donaldson:**

**Bond Projects**

Maker Space – room F-1 – 100% complete - missing (2) light fixtures on punch list	\$12,587
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**Harelson:**

**Bond Projects**

Engineering to replace water lines to boiler - drawings complete – waiting on contractor pricing	\$3,120
Maker space – room 7 B – P.O. requested	\$18,962

**SFB Projects**

SFB 3508/5563 Funhouse roof & HVAC - starting demo Monday 4/13	\$577,230
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**Holaway:**

**Bond Projects**

Maker Space – room 19 – P.O. requested	\$14,206
Admin – HVAC replacement – (4) units – meeting contractor week 4/6	
West side security fence improvements – P.O. requested	\$39,204
Hallway lighting improvements – P.O. requested	\$6,200

**Keeling:**

**Bond Projects**

Roof restoration Bldg D	\$30,423
- Progressive Roofing – 45% complete	
Parking Lot improvements to Bldg G – 100% complete	\$45,53



**Mesa Verde:**

**Bond Projects**

Maker Space – room 15 & 16	\$16,880
- flooring and painting complete	

**Nash:**

**Bond Projects**

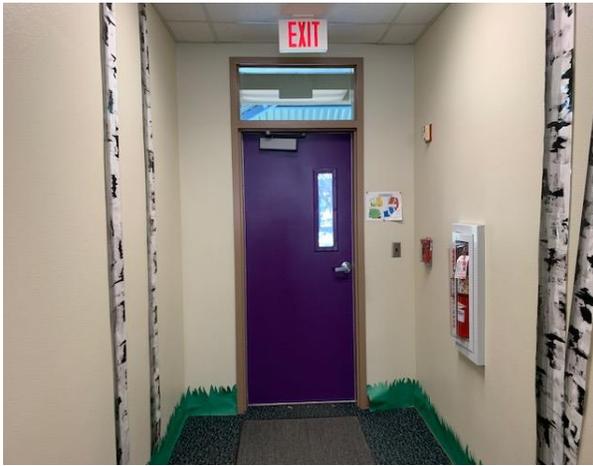
Asphalt repairs to driving lanes, basketball court	\$74,906
- 99% complete – Sunland working on punch list	



**Painted Sky:**

**Bond Projects**

Fire Alarm replacement design – reviewing drawings	\$10,651
VFD cooling tower replacement – 100% complete	\$4,306
Admin Bldg – painting renovation – 100% complete	\$9,462



**SFB Projects**

SFB 4227 roof replacement	\$64,629
<ul style="list-style-type: none"> <li>- construction complete – punch items not complete</li> <li>- sending notice to bonding company</li> <li>- Roofing Southwest replacing broken tiles</li> </ul>	

**Prince:**

**Bond Projects**

Maker Space – rooms 19-20 – P.O. requested	\$17,435
Classrooms 21-25 – P.O. requested	\$32,610

**SFB Projects**

Adjacent Ways bus loop – completing punch list items \$159,840

**Rio Vista:**

**Bond Projects**

Security fence and gates painting \$6,434  
- 90% complete



*SOMETHING NEW AT EVERY SCHOOL  
EVERY YEAR!*



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**            **Periodic Legislative Update**

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**BACKGROUND:**

This item permits the Governing Board to review and discuss the status of K-12 education-related legislation proposed in the second regular session of the Fifty-fourth Arizona Legislature this year. The attachment provided with this item identifies the currently proposed legislation grouped together by the general topic. Information updated/added since the Board's March 10 review is noted in **BLUE**.

In addition, it is important to note that the Arizona Legislature recessed indefinitely on March 23, 2020, to slow the spread of COVID-19. When it did so, the legislature announced plans to reconvene in April to finish the session. Today, the legislature announced that it is in recess through the end of the month. At this point, it is unknown whether the legislature will reconvene before May 11, 2020, which will be the 120<sup>th</sup> day of this legislative session.

As noted on the attached list, only seven (7) bills related to K-12 education had passed through both houses when the recess occurred. All seven (7) of those bills were sent to the Governor and have since been signed into law. For the benefit of the Governing Board, a summary of those seven (7) new laws is included in this agenda item for easy reference. If the legislature reconvenes this year and new laws added, a summary will be provided of those new laws at the June Board meeting.

**Summary of 2020 Education Bills Signed by Governor to Date**

A. House Bills

- HB2109 (*Unification; Consolidation; Notice; Ballot Language*), signed by Governor on March 23, 2020, addresses procedures for a special election for unification of school districts.
- HB2625 (*Civics Celebration Day; Civics Education*), signed by Governor on March 24, 2020, recognizes September 25 of each year as Sandra Day O'Connor Civics Celebration Day, not as a legal holiday, but as a day during which each public school is required to dedicate the majority of the school day to civics education.
- HB2684 (*Crisis Management Team; Underperforming Districts*), signed by Governor on March 24, 2020, requires Arizona Department of Education to establish a crisis management team to recommend necessary changes for any persistently underperforming school district.
- HB2902 (*K-12 Education; Budget Reconciliation*) signed by Governor on March 28, 2020, provides a bare-bones emergency budget for K-12 education for FY 21.
- HB2910 (*Public School Closures; Coronavirus Disease*), signed by Governor on March 27, 2020, addresses the effect of school closures due to the COVID-19 pandemic on the remainder of the school year, including, but not limited to providing a waiver on instructional minutes, permitting remote learning, maintaining school letter grades, waiving state-mandated assessments, and requiring reassignment of employees unable to work remotely for wage protection.

B. SENATE BILLS

- SB1036 (*Empowerment Scholarships; Third-Party Administrator; Repeal*), signed by Governor on March 20, 2020, repeals statute requiring Arizona Department of Education to contract with a third-party administrator to assist in the financial administration of empowerment scholarship accounts.
- SB1224 (*Empowerment Scholarships; Qualified Schools; Reservations Empowerment Scholarships; Qualifications; Administration; Appropriations*), signed by Governor on March 20, 2020, expands definition of “qualified school” for the purpose of Arizona Empowerment Scholarship Accounts, to include a nongovernmental primary or secondary school or a preschool for students with disabilities that is located in an adjacent state and that is within two miles of the boundary of that Indian reservation.

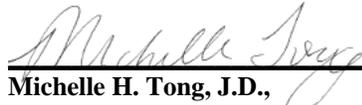
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**RECOMMENDATION:**

This item is presented for the Board’s information only at this time. No action is required.

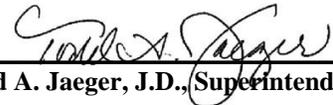
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**INITIATED BY:**



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

**Date: April 13, 2020**



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

## HOUSE BILLS

**HB2002:  
STUDENT APPRENTICESHIP PROGRAM; TAX CREDITS**

Establishes the Arizona Student Apprenticeship Program in the Department of Education to provide job training and economic opportunity to high school students in Arizona. Any employer in Arizona may apply to participate in the Program, and requirements for employers and students to participate in the Program are specified. Participating employees are required to designate at least 10 percent of wages to a separate interest-bearing account opened on behalf of the employee by the participating employer. For tax years beginning with 2021, participating employers are allowed an individual or corporate income tax credit for each participant who successfully completes the Program requirements prescribed by the Dept. The amount of the credit is unspecified (blank in original). Tax credit requirements are listed. The Program terminates on July 1, 2030.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: 3/5 House COW: do pass amended; 2/24 from House rules okay. 2/5 referred to House ways-means.

**HB2004:  
SCHOOLS; CAPACITY TO SUE; APPROVAL**

Limits a school district governing board's statutory ability to sue to require approval of the county school superintendent and the county board of supervisors.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: Filed

**HB2005:  
SCHOOLS; DATING INSTRUCTION; PROHIBITION**

School districts are prohibited from providing instruction or advice to students on dating. Statute allowing school districts to prescribe policies to address incidents of "dating abuse" are modified to remove the word "dating," and related definitions are repealed.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: Filed

**HB2006:  
SCHOOLS; EXPENSE ORDERS; DESIGNEE SIGNATURE**

An order on a county school superintendent for a salary or other expense may be signed by an approved designee of the school district governing board, in addition to the governing board.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: 2/3 House educ held.

**HB2007:  
SCHOOLS; TUITION; NONRESIDENTS**

Except as specifically provided in statute, children of nonresidents of Arizona may be admitted to school district schools only on payment of a reasonable tuition fixed by the governing board.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: 1/13 referred to House educ.

**HB2008:  
CHARTER SCHOOLS; CLOSURES; NOTICE**

At least 15 days before a charter school closes, the charter school governing board is required to provide written notice to parents or guardians of all enrolled students, employees, and the State

Board for Charter Schools, and to post public notice of the closure both on the charter school's website and on the door of the schoolhouse. Establishes penalties for violations and required penalties to be deposited in the newly established Displaced Pupils Payment Fund, to be administered by the State Board for Charter Schools. If a charter school governing body fails to provide required notice of a closure, a parent or guardian of a student who attended the school may apply to receive a payment from the Fund.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: Filed

**HB2009:  
TAX CREDIT; TEACHERS; SCHOOL SUPPLIES**

For tax years beginning with 2020, an individual income tax credit of up to \$800 is established for expenses incurred by a "qualified school teacher" (defined as a teacher in kindergarten or grades 1 through 12) for educational supplies and materials purchased by the teacher and used in the teacher's classroom. If the allowable credit exceeds taxes due, the unclaimed amount of the credit may be carried forward for up to five consecutive tax years. Retroactive to January 1, 2020.

*First sponsor:* Rep. Fillmore (R - Dist 16)

Status: 1/13: referred to House educ.and ways-means.

**HB2010:  
PERSONAL FINANCE COURSE; REQUIREMENT; APPROPRIATION**

The State Board of Education is required, instead of permitted, to require a separate personal finance course for students to graduate from high school. School district governing boards are required to approve a personal finance course that would fulfill a mathematics course required to high school graduation, instead of being permitted to do so. Appropriates \$1 million from the general fund in FY2020-21 to the Department of Education for distribution to school districts and charter schools to provide personal finance courses.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ, appro.

**HB2011:  
SCHOOLS; BANK ACCOUNTS; VENDOR PAYMENTS**

School district governing boards are authorized to establish clearing accounts to the county in a manner that protects against potential fraud. Deposits from other accounts are permitted to be transferred to the bank account in amounts equal to the amount of each vendor payment.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ.

**HB2012:  
DATA GOVERNANCE COMMISSION; MEMBERSHIP; EXTENSION**

Adds a county school superintendent appointed by the Governor to the Data Governance Commission in the Department of Education. The statutory life of the Commission is extended eight years to July 1, 2028. Retroactive to July 1, 2020.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 2/3 House educ held.

**HB2013:  
SCHOOLS; STUDENT PROMOTIONS**

School district governing board policies must require teachers to retain a student in a grade in common school and to fail a student in a course in high school if the student does not meet the criteria prescribed by the board, subject to review by the board. Board policies are no longer required to authorize teachers to make the decision to promote or retain a student in a grade in common school or to pass or fail a student in a course in high school.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 2/10 House THIRD Failed 29-31; 2/6 House COW approved with amend #4020.

**HB2014:  
SCHOOLS; REMOVED PUPILS; READMISSION; TEACHERS**

School district governing boards are required to develop procedures allowing a teacher to refuse to readmit a student who was removed from the teacher's classroom. Deletes the authorization for school placement review committees to determine that the return of a student to that classroom is the best or only practicable alternative.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2015:  
SCHOOLS; SUPPLEMENTAL MATERIALS; APPROVAL**

School district governing boards are required, instead of allowed, to approve all supplemental books and teaching aids, including instructional computer software, used in a course of study before approving the course. If a course uses supplemental books that have not been approved by the board at the time of approval of the course, a teacher is prohibited from using the supplemental books until the board approves them.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Comments: 2/12 retained on House COW calendar. 2/3 from House rules okay.

**HB2016:  
TEACHER IMMUNITY; STUDENT DISCIPLINE**

A full-time teacher who is employed by a school district or charter school is immune from personal liability for all actions taken in good faith in disciplining any student if the teacher disciplines the student in accordance with law.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ, jud.

**HB2017:  
SCHOOLS; PLEDGE; QUIET REFLECTION**

For kindergarten and grades 1 through 12, school districts and charter schools are required to set aside a specific time each day for students to recite the pledge of allegiance to the U.S. flag, and to set aside a specific time each day for students to engage in quiet reflection and moral reasoning for at least one minute. Students are required to recite the pledge and to engage in quiet reflection. At the request of a parent, the parent's student must be excused from either requirement.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ.

**HB2018:  
SCHOOL DISTRICTS; PROCUREMENT; CHARTER SCHOOLS**

Beginning in the 2020-21 school year, school districts are subject to the same procurement laws and procedures that apply to charter schools. By July 1, 2022, the State Board of Education is required to modify its rules and the Auditor General is required to modify the Uniform System of Financial Records to comply with this change.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2019:  
NONPROFITS; POSTSECONDARY INSTITUTIONS; AGREEMENTS**

The list of entities that may enter into agreements to provide administrative, operational and educational services and facilities for a Career Technical Education District (CTED) Board is expanded to include a nonprofit organization that is devoted to vocational training or a public or private postsecondary institution.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 2/17 from House rules okay. 1/13 referred to House educ.

**HB2021:  
SCHOOLS; TRUANT CHILDREN; CIVIL PENALTY**

A school attendance officer is authorized to impose a civil penalty of up to \$10 per day on the parent or person having custody of a child who is habitually truant. Civil penalties are deposited in the student activities fund of the school district the truant child attends.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2022:  
SCHOOLS; ENVIROMENTAL EDUCATION INSTRUCTION**

Deletes the requirement for environmental education instruction, which a school district is permitted to choose to provide, to include a discussion of economic and social implications.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2023:  
SCHOOLS; BUDGET FORMAT**

The budget format used by all school districts is required to contain the prominent display of the average regular class size in the school district for the previous year, with some exceptions.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ.

**HB2024:  
SCHOOLS; EMPLOYEE TRAVEL; TRAININGS; POLICIES**

School district governing boards are authorized to allow any employee of a school district to travel for a school purposes, instead of only a superintendent or principal or their representatives. School district governing boards are authorized to purchase trainings or policies from an association of school districts within Arizona, and to purchase additional trainings or policy updates annually.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2025:  
SCHOOLS; EMPLOYEE COMPENSATION INFO; HARASSMENT**

School district governing boards are required to annually provide a "total compensation" (defined) statement to each district employee, which is a public record subject to public records laws. Also, school district policies on bullying must be expanded to include prohibiting school employees from harassing and bullying students on school property and at school events.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/13 referred to House educ.

**HB2026:  
SCHOOLS; GOVERNING BOARDS; MEMBERSHIPS; FAMILY**

Various changes relating to school boards. A member of a charter school governing body is prohibited from voting on a specific item that concerns the appointment, employment or remuneration of the member or the spouse or a dependent of the member. An employee of a charter school or the "immediate family" member (defined elsewhere in statute) of an employee is prohibited from holding membership on the governing body of the charter school. These same prohibitions for school district governing board members are expanded to include the immediate family members of the member or school district employee, instead of only the spouse of the member or employee. Session law provides for the retention of current governing board members until the expiration of their normal terms.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2031:  
SCHOOL MARSHALS; REQUIREMENTS; TRAINING**

School district governing boards, charter school governing bodies, community college district governing boards and private schools are authorized to appoint up to the greater of one school marshal for each 400 students per campus or for each campus, one school marshal for each school building in which students regularly receive classroom instruction. A school marshal is authorized to make arrests and exercise all authority granted to peace officers under state law, subject to written policies adopted by the appointing governing body. To serve as a school marshal, the person must be licensed by the Department of Public Safety. The Dept. is required to establish and maintain a school marshal training program, and training requirements are specified. The Dept. is authorized to charge a training fee, license fee and renewal fee. Establishes requirements for a school marshal to carry or possess a handgun on the premises of a school.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/22 House pub safety held.

**HB2033:  
COMMUNITY SCHOOL PROGRAMS; PROHIBITION**

School district governing boards and any other entity are prohibited from establishing or operating a "community school program," defined as a program that involves people in developing an educationally oriented community and in which the community school serves the purposes of academic and skill development for all citizens, furnishes supervised recreational and avocational instruction, supplies remedial and supplemental education, furnishes meeting places for community groups, and provides facilities to disseminate a variety of community related services, including extended day resource programs. Statute allowing school boards to establish and operate community school programs are repealed.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2034:  
SCHOOL BUS DRIVERS; LICENSE REQUIREMENTS**

The school bus driver certification standards must require the applicant to possess a commercial driver license.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 3/4 Senate TPS Committee action do pass voting 6-0; 2/17 from House rules okay. 2/5 referred to House trans.

**HB2048:  
EXECUTIVE SESSION; SCHOOL SAFETY PLANS**

The list of purposes for which a public body is authorized to hold an executive session is expanded to include discussion or consideration of matters relating to school safety operations or school safety plans or programs. Emergency clause.

*First sponsor:* Rep. Espinoza (D - Dist. 19)

Status: 1/13 referred to House educ, pub safety.

**HB2050:  
SCHOOLS; IMMUNIZATIONS; PARENTAL CONTROL** The decision to immunize a student is solely the decision of the student's parent. A school cannot require a student to receive the recommended immunizations or refuse to admit or otherwise penalize a student because that student has not received the recommended immunizations. A student who lacks documentary proof of immunization may be excluded from school only if the student lacks an immunization for which there is an active case of a disease in that student's school that the immunization is intended to prevent and the Department of Health Services or a local health department has declared an outbreak of that disease for an area that includes the student's school. A parent receiving cash assistance on behalf of a dependent child is no longer required to ensure that the child is immunized. *First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 2/6 referred to House educ.

**HB2053:  
EXECUTIVE SESSIONS; SECURITY PLANS**

The list of purposes for which a public body is authorized to hold an executive session is expanded to include discussion or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings or facilities and information technology maintained by the public body. Records, documentation, notes, or other materials made by or provided to the representatives for these purposes are confidential and exempt from public disclosure.

*First sponsor:* Rep. Espinoza (D- Dist. 19)

Status: 1/30 from House gov do pass.

**HB2067:  
SEX EDUCATION; COMPREHENSIVE; MEDICALLY ACCURATE**

School districts are required to provide sex education that is "medically accurate" and "comprehensive" (both defined). At the request of a student's parent, a school district is required to excuse the student from instruction on sex education. School districts are required to notify each parent of the ability to withdraw the student from the instruction. On request, the Department of Education is required to assist a school district with a suggested course of study and/or teacher training.

*First sponsor:* Rep. Powers Hannley (D - Dist. 9)

Status: Filed

**HB2078:  
SCHOOL REPORT CARDS; EDUCATIONAL OPTIONS**

The requirement for each school to distribute an annual report card that contains specified information is limited to each public school. Various information is no longer required to be included in the report card, including the number of incidents that required the contact of law enforcement, a description of the social services available at the school, and the ratio of students to teachers in each classroom. The Department of Education is required to produce a directory of educational options for parents of students in kindergarten and grades 1 through 12. Information that must be included in the directory is specified, including information about open enrollment, Arizona online instruction, charter schools, homeschool, scholarship assistance through school tuition organizations, Arizona empowerment scholarship accounts, and the family college savings program. Public schools are required to annually distribute the educational options directory to parents of students enrolled at the school. If any school within a school district or any charter school does not comply with annual report card and educational options directory requirements, the Superintendent of Public Instruction is required to withhold 1 percent of state monies that the school district or charter school would otherwise be entitled to receive each month until each school complies with the requirements.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2079:  
ABUSE OF TEACHER; PENALTY**

Increases the criminal classification of knowingly abusing a teacher or other school employee on school grounds or while the teacher or employee is performing his/her duties to a class 1 (highest) misdemeanor, from a class 3 (lowest) misdemeanor.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2082:  
SCHOOL EMPLOYEES; STUDENTS; GENDER PRONOUNS**

A public school is prohibited from requiring a school superintendent, principal, teacher or another officer or employee to use a sex or gender pronoun in reference to a student other than the sex or

gender pronoun that corresponds to the sex listed on that student's birth certificate, and is prohibited from penalizing any of those persons for refusing to do so.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2089:**

**SCHOOLS; SAFETY; THREAT ASSESSMENT TEAMS**

School district governing boards are required to adopt policies to establish threat assessment teams. The policies must include procedures for assessing individuals whose behavior may pose a threat to the safety of school staff or students and intervening when necessary, and referring those individuals to community services boards or health care providers to be evaluated and treated, when appropriate. The superintendent of each school district is required to establish a threat assessment team for each school, which must include persons with expertise in counseling, instruction, school administration and law enforcement. Threat assessment teams are required to provide guidance to students and school staff on recognizing behavior that may threaten the community, the school or self. After a threat assessment team determines that an individual poses a threat of violence to self or others or exhibits significantly disruptive behavior or a need for assistance, the law enforcement officer on the team is permitted to request any case information relating to an individual and to conduct a check of the individual's criminal history records. Each threat assessment team is required to collect and semiannually report to the Superintendent of Public Instruction and the Arizona Counter Terrorism Information Center in the Department of Public Safety data on its activities using a form provided by the Center.

*First sponsor:* Rep. Kavanagh (R- Dist. 23)

Status: 2/20 House COW approved with amend ~ 4069 and 4204.2/4 from House educ with amend #4069.

**HB2094:**

**TEACHERS ACADEMY; COUNSELORS; SOCIAL WORKERS**

Expands the Arizona Teachers Academy, which offers scholarships to students who commit to teaching in a public school in Arizona, to include students who commit to working as school social workers and school counselors in Arizona.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2097:**

**SCHOOLS; CHILD ABUSE HOTLINE**

School district schools and charter schools are required to post in a public area of the school that is readily accessible to students a sign that is at least 11 inches by 17 inches, that is placed at students' eye level, and that contains a list of information related to child abuse, child neglect and the exploitation of children in English and in Spanish, including the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children.

*First sponsor:* Rep. Lawrence (R - Dist. 23)

Status: 2/24 from House okay. 2/3 House educ held.

**HB2105:**

**SCHOOLS; CHILD CARE; REDUCED FEES**

A public school that provides or contracts for child care services is permitted to reduce the fee a public school employee pays for the child care services if the cost the public school pays for those services is not grossly disproportionate to the total consideration received from the employee.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/17 from House rules okay. 2/5 referred to House educ.

**HB2106:  
SCHOOLS; AUDITS; FINANCIAL RECORDS; BUDGETS**

School districts and charter schools are required to send a copy of audit reports to the county school superintendent and the Department of Education. The Department is required to make the audit reports available on its website. School district and charter school governing boards are required to publicly accept all audits and compliance questionnaires by roll call vote. If a school district fails to establish and maintain the uniform system of financial records, the Auditor General is required to report that district to the State Board of Education, in addition to the Dept., and is required to detail the deficiencies in writing in the report.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/17 from House rules okay. 2/3 FAILED House educ. 6-7-0.

**HB2107:  
SCHOOL DISTRICTS; MINOR BOUNDARY CHANGES**

The process for the governing boards of two adjacent school districts to authorize minor boundary adjustments is modified to allow the adjustment to result in the transfer of up to 10 percent, increased from 1.5 percent of the student count of the district from which the students will transfer, and to remove the requirement for a majority of the electors within the geographic boundaries of a specified portion of a school district to present a petition to the governing boards.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/4 House educ. held.

**HB2108:  
COLLEGE COURSE CREDIT; DUAL ENROLLMENT**

For high school graduation requirements being fulfilled by a college course, the school board is required to award one Carnegie unit for each three semester hours of credit that the student earns in an appropriate college course. High school freshmen and sophomores are permitted to enroll in dual enrollment courses for college credit.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 referred to Senate higher ed-work dev. 2/6 passed House 60-0 ready for Senate.

**HB2109:  
UNIFICATION; CONSOLIDATION; NOTICE; BALLOT LANGUAGE**

Notice of a proposed vote of school district governing boards on a resolution of unification are required to be posted in at least three public places in each of the school districts proposed to be unified at least 90 days before the proposed vote. A special election to determine the question of school district unification is required to be called within 120 days, increased from 60 days, after a majority of the governing board or 10 percent of the residents of a district unite in a petition to establish a unified school district. The deadline for public notices of the election to be posted is changed to at least 90 days before the election, increased from 10 days, if the election is at least 90 days after receipt of the petition, or to as soon as practicable if the election is fewer than 90 days after receipt of the petition. Effective January 1, 2023.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: **3/23 Governor signed**; 2/24 Senate educ passed 8-0; referred to Senate rules. 2/4 from House educ. do pass.

**HB2110:  
SCHOOLS; EMPLOYEES; EMPLOYMENT; DISCIPLINE**

The Department of Education is required to investigate written complaints alleging that a "noncertificated person" (defined as a school district or charter school employee who does not possess a teaching certificate and meets other specified requirements) engaged in immoral or unprofessional conduct. The State Board of Education is required to review a complain to determine whether to take disciplinary action against a noncertificated person who has engaged

in immoral or unprofessional conduct, including prohibiting the person's employment at a school district or charter school for up to five years. Before employing a certificated or noncertificated person, school districts and charter schools are required to conduct a search of the educator information system that is maintained by the Dept. on the prospective employee. School districts and charter schools are prohibited from employing in a position that requires a valid fingerprint clearance card either a certificated person whose certificate has been suspended, surrendered or revoked and not subsequently reinstated, or a noncertificated person who has had disciplinary action imposed by the Board under this legislation.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 Senate educ passed 8-0; referred to Senate rules. 2/4 from House educ do pass.

#### **HB2111:**

#### **SCHOOLS; RESOURCES; SERVICES; CONSOLIDATION GRANTS**

The Department of Education is required to conduct a five-year Resource and Service Consolidation Grant Program. County school superintendents are eligible to apply for a grant to consolidate resources and develop new services for all school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools, tribal schools, juvenile detention centers, and jails within the jurisdiction of the county school superintendent or superintendents. The Dept. is required to award grants by February 1, 2021, and to disburse grant monies each year for five consecutive years or until the Dept. determines that the consolidation proposal is self-sufficient, whichever is sooner. The Program self-repeals July 1, 2026. Appropriates \$10 million from the general fund in FY2020-21 to the Dept. for the Program.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 Senate educ passed 8-0; referred to Senate appro.2/6 from House appro do pass.

#### **HB2112:**

#### **SCHOOLS; SAFETY; EXECUTIVE SESSION**

The list of purposes for which a public body is authorized to hold an executive session is expanded to include discussion or consideration of matters relating to school safety operations or school safety plans or programs, including emergency response plans, and to include discussion or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings or facilities and information technology maintained by the public body. Records, documentation, notes, or other materials made by or provided to the representatives for security-related purposes are confidential and exempt from public disclosure.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: Filed

#### **HB2115:**

#### **JLAC; AUDITOR GENERAL**

Various changes relating to government audits. All officers of any state agency, board, commission, department, program or committee or any political subdivision and all contractors that contract with the state are required to afford reasonable and needed facilities for Auditor General staff and make records available in the form and at the time prescribed. The Attorney General is required to supervise the prosecution of all offenders of this requirement. Any officer or person who knowingly obstructs or misleads the Auditor General in the execution of his/her duties is guilty of a class 2 (mid-level) misdemeanor. Modifies the list of factors a committee of reference considers when determining the need for continuation or termination of an agency. Based on information provided by the Auditor General, for any legislative measure that requires the Auditor General to perform a special audit, the Joint Legislative Budget Committee staff is required to notify all members of the Legislature as soon as practicable of the cost to conduct a special audit. The Auditor General is required to conduct a performance audit of transportation excise tax revenues in the fifth year, instead of the tenth year, in which the tax is in effect in a

county. The Auditor General is no longer required to prepare an annual written report to the Governor and the Joint Legislative Audit Committee. Deletes the requirements for community college district expenditure reporting to be done by fund and to include a reconciliation of expenditures to the expenditure limitation report.

*First sponsor:* Rep. Kern (R - Dist. 20)

Status: 2/24 referred to Senate gov. 2/6 House COW approved.

**HB2119:  
SCHOOLS; ACADEMIC CREDITS; TRANSFER**

If a student who was previously enrolled in an "accredited public high school" (defined) in Arizona or any other state enrolls in another accredited public high school in Arizona, the accepting school is required to accept credits earned by the student in each course or instructional program at the previous school if an in-person proctored final exam accounts for a significant portion of the student's grade in the course or instructional program. Establishes a process that the accepting school is required to use in determining how to designate transfer credits earned. The accepting school is prohibited from requiring the student to take an examination to receive the credits or to have the credits satisfy prerequisite requirements.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 1/28 from House educ with amend #4024.

**HB2120:  
SCHOOLS; GRADUATION CEREMONIES; CULTURAL REGALIA**

States that a school district governing board or a charter school may not prohibit a student from wearing cultural regalia while participating in a graduation ceremony.

*First sponsor:* Rep. Cook (R - Dist. 8)

Status: 3/6 transmit to Senate; House passed as amended 58-2.

**HB2125:  
DISTRICTS; INITIATIVES; LITIGATION; PROHIBITION**

A school district or other district with taxing authority is prohibited from maintaining an action to prevent the enactment of any initiative or referendum measure allowed by law. The members of the governing body of a district who vote to maintain an action to prevent the enactment of any initiative or referendum measure allowed by law are personally liable for the reasonable attorney fees and other costs of litigation incurred by persons who attempt to enact the initiative or referendum measure. Applies retroactively to January 1, 2016.

*First sponsor:* Rep. Thorpe (R - Dist. 6)

Status: 2/19 from House elect do pass. 2/6 referred to House elect.

**HB2128:  
SCHOOL DISTRICTS; UNIVERSITIES; RECESSES; COORDINATION**

Each year, the Department of Education and the Arizona Board of Regents (ABOR) are required to jointly designate one week in the fall and one week in the spring during which all school districts and all universities under the jurisdiction of ABOR are required to recess.

Schools operating on a year-round school year basis are exempt.

*First sponsor:* Rep. Petersen (R)

Status: 2/24 from House rules okay. 2/6 referred to House educ.

**HB2166:  
SCHOOLS; GRADUATION RATES; UNIVERSITY ADMISSIONS**

The competency requirements for the graduation of students from high school that the State Board of Education is required to prescribe must include at a minimum four credits of English language arts, three credits of social studies, two credits of laboratory science, two credits of mathematics including algebra 1 and geometry, three additional STEM credits, one credit of fine or practical

arts and seven credits of electives. The competency requirements must also include a requirement that a student take at least one online course. For students who enter high school on or after the effective date of this legislation, the university admissions requirements prescribed by the Arizona Board of Regents must be consistent with these competency requirements. Applies to students who enter high school on or after the effective date of this legislation.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 1/27 House educ held.

**HB2167:**

**TECH CORRECTION; EDUCATION; FEDERAL FUNDS**

Minor change in Title 15 (Education) related to federal funds. Apparent striker bus.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: Filed

**HB2168:**

**TECH CORRECTION; SCHOOL DISTRICT BOARDS**

Minor change in Title 15 (Education) related to school district governing boards. Apparent striker bus.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: Filed

**HB2169:**

**TECH CORRECTION; PRIVATE SCHOOLS**

Minor change in Title 15 (Education) related to state control over private schools. Apparent striker bus.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: Filed

**HB2185:**

**APPROPRIATIONS; SCHOOL SAFETY PROGRAM**

Makes supplemental appropriations of \$75 million from the general fund in each of FY2020-21, FY2021-22 and FY2022-23 to the Department of Education for the School Safety Program.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2186:**

**APPROPRIATION; GIFTED EDUCATION PROGRAMS**

Appropriates \$5 million from the general fund in FY2020-21 to the Department of Education, with \$4.7 million allocated for additional assistance for gifted education programs, and \$300,000 allocated to the Dept. to administer the additional assistance.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2187:**

**APPROPRIATION; SCHOOL FACILITIES; BUILDING RENEWAL**

Makes a supplemental appropriation of \$91.3 million from the general fund in FY2020-21 to the Building Renewal Grant Fund, which is distributed to school districts by the School Facilities Board for the purpose of maintaining the adequacy of existing school facilities.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2188:  
APPROPRIATION; SCHOOL SUPPORT PERSONNEL; SALARIES**

Appropriates \$220 million from the general fund in FY2020-21 to the Superintendent of Public Instruction for basis state aid to schools. The appropriation must be used to fund an increase in the base level above the amount that otherwise would be provided for FY2020-21. The legislature intends that the appropriation be used to fund salary increases for school support personnel, including student food service, student transportation and school site 15 plant operations.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2189:  
SCHOOL FUNDING; INFLATION ADJUSTMENTS**

Beginning in FY2020-21, the Legislature is required to increase the amount of the district additional assistance and charter additional assistance by at least two percent. For FY2021-22 and each FY after, the Legislature is required to increase the amount of the district additional assistance and charter additional assistance by a minimum growth rate of either two percent or the change in the GDP price deflator from the second preceding calendar year to the calendar year immediately preceding the budget year, whichever is less, except that the amount cannot be reduced below the base level established for FY2020-21.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2190:  
STATE EMPLOYEES; PAID FAMILY LEAVE**

Grants state employees six weeks of paid leave per fiscal year for the birth of a child or placement of a child in connection with foster care or adoption. The Department of Administration is required to establish procedures to be used by an eligible state employee to receive compensation during family leave.

*First sponsor:* Rep. Jermaine (D - Dist. 18)

Status: Filed

**HB2208:  
ARIZONA TEACHERS ACADEMY; RECRUITMENT; APPROPRIATION**

The Arizona Teachers Academy marketing and promotion plan is required to include plans to recruit and retain tribal students and students from economically disadvantaged and historically underserved communities. Appropriates \$15 million from the general fund in FY2020-21 to the Arizona Teachers Academy Fund.

*First sponsor:* Rep. Teller (D - Dist. 7)

Status: Filed

**HB2209:  
SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE**

Beginning in the 2022-2023 school year, the State Board of Education is required to include in the academic standards for students in kindergarten through grade 12 instruction relating to the native American experience in Arizona that includes instruction on tribal history, sovereignty issues, culture, treaty rights, government, socioeconomic experiences and current events, and that is historically accurate, culturally relevant, community based, contemporary and developmentally appropriate. The Board is required to provide professional development to teachers and administrators relating to the instruction, and to ensure that the federally recognized Indian tribes in Arizona have the opportunity to collaborate in developing the instruction. The Board is required to submit a report on implementing the instruction to the Governor and the Legislature by October 15 of 2021, 2022 and 2023. Emergency clause.

*First sponsor:* Rep. Teller (D - Dist. 7)

Status: Filed

**HB2211:  
INDIAN EDUCATION; GRANT PROGRAM; APPROPRIATION**

The Office of Indian Education is required to establish a program to address the needs of American Indian and Alaskan Native students by providing grants to school districts, charter schools and tribal schools to be used to fund stipends, recruitment, retention and professional development of teachers who teach in American Indian and Alaskan Native concentrated schools and in tribal schools and for technical assistance and tribal outreach. The Office is required to develop application procedures and grant recipient selection criteria, and is authorized to adopt rules to implement the program. The Office is required to submit a report with specified information about the grants to the Governor and the Legislature by December 15 of each year. The program terminates on July 1, 2030. The American Indian and Alaskan Native Students Fund is established to be used to implement the program. Appropriates \$5 million and five FTE positions from the general fund in FY2020-21 to the Fund for the program.

*First sponsor:* Rep. Teller (D - Dist. 7)

Status: Filed

**HB2222:  
CTEDS; INTERNSHIPS; FUNDING**

A student enrolled in an internship course as part of a career technical education district (CTED) program is no longer excluded from the student count of the CTED for that course for the purposes of school funding statutes.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 from House rules okay. 1/21 referred to House educ.

**HB2247:  
SMALL SCHOOL DISTRICTS; DECLINING ENROLLMENT**

For FY2020-21 through FY2024-25, if a school district has a student count of 500 or less and the district's enrollment declines in the current FY by at least five percent compared to the previous FY, the final average daily membership determined by that school district in the previous FY must be used for that district in the current FY and the next FY for the purposes of school funding calculations.

*First sponsor:* Rep. Cook (R - Dist. 8)

Status: Filed

**HB2256:  
SAFE SCHOOLS; PLANS**

Beginning in the 2023-2024 school year, each school district is required to adopt a safe schools plan that addresses how the school district will recognize, initially screen for and respond to emotional or behavioral distress in students, including indicators of possible substance abuse, violence and youth suicide. Provisions that must be included in the safe schools plan are listed. School districts are required to annually provide the plan to all district employees. School districts are required to notify and obtain consent from a parent before screening or referring a student to services. By February 1, 2021, the Superintendent of Public Instruction is required to develop and post online a model safe schools plan. The Superintendent is also required to annually post online a list of resources that provide support to youth.

*First sponsor:* Rep. Blackman (R- Dist. 6)

Status: Filed

**HB2258:  
APPROPRIATION; ALCOHOL; TOBACCO; DRUG EDUCATION**

Appropriates \$1 million from the Health Education Account in each fiscal year to the Department of Health Services for teaching children in grades 5 through 12 about the health dangers of federally defined illegal substances, tobacco, electronic smoking devices, alcohol, marijuana, opioids and nonprescription pharmaceuticals.

*First sponsor:* Rep. Thorpe (R - Dist. 6)

Status: 2/17 from House hel-hu ser do pass. 1/21 referred to House hel-hu ser, appro.

**HB2264:  
PROCUREMENT; VETERANS; ARIZONA BIDDERS; PREFERENCE**

For procurement contracts awarded by competitive sealed bid, a purchasing agency is required to give preference to a "veteran- owned business" or an "Arizona bidder" (both defined) in a specified order over nonresident bidders if there are two or more low, responsive offers from responsible bidders that are identical in price.

*First sponsor:* Rep. Espinoza (D - Dist. 19)

Status: Filed

**HB2271:  
APPROPRIATION; DUAL ENROLLMENT COURSES; ELIGIBILITY**

Appropriates \$5 million from the general fund in FY2020-21 to the Department of Education to pay the tuition costs for up to 12 credit hours in a calendar year of dual enrollment courses for high school juniors and seniors who are academically eligible to enroll in dual enrollment courses and who are eligible for free or reduced-price lunches under the National School Lunch and Child Nutrition Acts.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 1/27 House educ held.

**HB2275:  
SCHOOL SAFETY; SCHOOL RESOURCE OFFICERS**

School resource officers and juvenile probation officers are authorized to respond any suspected crime against a person or property that is a serious offense or that involves a deadly weapon or dangerous instrument or serious physical injury and any conduct that poses a threat of death or serious physical injury to employees, students or anyone on school property according to protocols established by their law enforcement agency. Previously, school resource officers were authorized to respond only to situations that present the imminent danger of bodily harm. If a school district or charter school enters into a memorandum of understanding or any other agreement with a law enforcement agency for the purpose of hiring a school resource officer or juvenile probation officer, the memorandum of understanding or agreement is required to include specified provisions, including that the officer is not responsible for student discipline except in response to those suspected crimes. By January 1, 2021, all school resource officers and juvenile probation officers who serve on school grounds are required to complete a basic school resource officer course and an adolescent mental health training. By September 1 of each year, each school district and charter school is required to report to the Department of Education the number of school resource officers or juvenile probation officers per school. Appropriates \$241,500 from the general fund in FY2020-21 to the Dept. for the costs of the training.

*First sponsor:* Rep. A. Hernandez (D - Dist. 3)

Status: 2/12 from House pub safety with amend #4197. 1/23 referred to House pub safety, appro.

**HB2277:  
SCHOOLS; SEX EDUCATION INSTRUCTION**

All school districts and charter schools are required to provide sex education instruction that is "medically accurate" and "age- appropriate" (both defined) for students in kindergarten through

grade 12. Information that must be included in sex education instruction is specified. Sex education for grades 6 through 12 is required to stress the importance of using effective methods of contraception, including abstinence, to prevent unintended pregnancy and protect against sexually transmitted infections. School districts and charter schools are required to make sex education instruction materials available for parental review. A student may be excused from any part of the instruction only at the written request of the student's parent or guardian. Parents have the right to opt out of sex education, instead of the right to opt in. Statute governing parental involvement in schools and requiring school boards to adopt policies promoting parent involvement that include a list of required provisions is expanded to include charter schools.

*First sponsor:* Rep. D. Hernandez (D - Dist. 2)

Status: Filed

**HB2278:  
SCHOOL FUNCTIONS; FOOD; BEVERAGES**

Subject to policies adopted by the Department of Education, school boards are authorized to provide food and beverages both at school district events, including official school functions and trainings, and through a café that is open to the public.

*First sponsor:* Rep. D. Hernandez (D - Dist. 2)

Status: 2/17 House educ held. 2/3 House educ held.

**HB2287:  
COMMON SCHOOL DISTRICTS; UNIFICATION; BUDGET**

A common school district that was authorized by the voters to establish a unified school district in an election held before the effective date of this legislation is authorized to continue calculating its budget and equalization assistance pursuant to common school district statute until a high school is approved by the School Facilities Board and constructed for the newly formed unified school district. Session law containing this same authorization that expires on June 30, 2020 is repealed. Emergency clause.

*First sponsor:* Rep. Osborne (R - Dist. 13)

Status: 2/24 Senate educ passed 9-0; referred to Senate rules. 2/4 from House educ do pass.

**HB2326:  
EXPERIENCED TEACHER RETENTION; PILOT PROGRAM**

The Department of Education is required to conduct a three-year Experienced Teacher Retention Pilot Program. Program participants are eligible to receive a 75 percent discount on tuition at state universities during the Program. Eligibility requirements for the Program are specified. By December 31, 2021, the Dept. is required to issue a request for proposals to contract with one or more qualified persons or entities to study the impact of the Program on the teacher shortage in Arizona and the effectiveness of the Program. By December 31, 2024, the persons or entities selected are required to submit a report of their findings to the Governor and the Legislature. The Program self-repeals February 16, 2027. Appropriates the following amounts from the general fund to the Dept. for the Program: \$2 million in FY2020-21, in FY2021- 22, either \$2 million or \$2.5 million depending on the amount awarded to Program participants in FY2020- 21; in FY2022-23, either the amount appropriated in FY2021-22 or \$5 million depending on the amount awarded to Program participants in FY2021-22.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2327:  
STO SCHOLARSHIPS; BENEFICIARY RECOMMENDATIONS**

School tuition organizations that receive contributions from taxpayers for the purposes of income tax credits are no longer permitted to allow donors to recommend student beneficiaries, and are prohibited from awarding or reserving scholarships on the basis of donor recommendations.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2328:  
STO SCHOLARSHIPS; STUDENT TRANSFERS**

The list of students that must receive at least 90 percent of contributions made to school tuition organizations using the higher income tax credit limits is modified to remove students who received an educational scholarship or tuition grant under other requirements in a previous year and continue to attend a qualified school in a subsequent year.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2329:  
STOS; ADMINISTRATIVE COSTS; ALLOCATION**

School tuition organizations are required to allocate at least 95 percent, increased from 90 percent, of annual revenue from contributions for the purpose of income tax credits for educational scholarships or tuition grants.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2330:  
STO SCHOLARSHIPS; MEANS TESTING**

School tuition organizations are required to award at least 66 percent of educational scholarships or tuition grants from contributions for the purpose of income tax credits to students whose family income does not exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under federal law.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2331:  
CHARTER SCHOOLS; LUNCHES; NATIONAL ACTS**

The charter of a charter school is required to ensure that it participates in and complies with the federal National School Lunch and Child Nutrition Acts. Some exceptions.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2332:  
CHARTER SCHOOLS; SPONSORSHIP; STATE BOARD**

The State Board of Education, a university under the jurisdiction of the Arizona Board of Regents, and a community college district or group of community college districts are no longer authorized to sponsor a charter school.

*First sponsor:* Rep. Friese (D - Dist. 9)

Status: Filed

**HB2338:  
APPROPRIATION; SCHOOLS; TREES**

Appropriates \$400,000 from the general fund in FY2020-21 to the Department of Education to distribute to public schools to plant low-biogenic volatile organic compound-emitting trees on school campuses that are appropriate to each school's climate. Until December 31, 2020, the Dept. is required to distribute the monies on a first-come, first-served basis only to public schools in Arizona at which 75 percent or more of the students are eligible for free or reduced-price lunches. The Dept. cannot distribute more than \$1,500 to a school campus.

*First sponsor:* Rep. Epstein (D - Dist. 18)

Status: Filed

**HB2344:  
SCHOOLS; STATEWIDE ASSESSMENT; GRADES**

The statewide assessment adopted by the State Board of Education is required to measure student achievement of the Board-adopted academic standards in reading, writing and mathematics in kindergarten and each of grades 1 through 12, instead of in at least 4 grades designated by the Board. Assessments on the menu of achievement assessments, if selected by a local education agency instead of the statewide assessment, are also required to be administered to students in kindergarten and each of grades 1 through 12. Beginning in the 2020- 2021 school year, the statewide assessment is required to consist of at least three nationally recognized college entrance examinations selected by the Board and assessments from a national assessment of educational progress selected by the Board.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2345:  
TAX CREDIT; PUBLIC SCHOOLS; INCREASE**

The individual income tax credit for cash contributions to public schools is increased to \$300 for a single individual or head of household, from \$200, and to \$600 for a married couple filing jointly, from \$400. Retroactive to tax years beginning January 1, 2020.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2346:  
SCHOOL FACILITIES; BUILDING RENEWAL; REIMBURSEMENT**

If the School Facilities Board denies a school district request for a grant from the Building Renewal Grant Fund, the Board is required to reimburse the school district for any external costs that the school district incurs in applying for the grant, including professional fees and expenses.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

**HB2353:  
BONDS; COUNSEL; FINANCIAL ADVISOR; FEES**

Deletes the requirement for school or municipal bond counsel fees, financial advisory fees, printing costs and paying agent and registrar fees for bonds issued pursuant to a bond election to be paid from either the amount authorized by the voters or current operating funds. Deletes the requirement for school bond election expenses to be paid from current operating funds only.

*First sponsor:* Rep. Toma (R - Dist. 22)

Status: 2/17 from House rules okay. 1/29 referred to House ways-means.

**HB2360:  
VOCATIONAL AND TECHNICAL EDUCATION; EVALUATIONS**

School district boards are required to provide for the evaluation of vocational and technical education programs annually, instead of once every five years.

*First sponsor:* Rep. Toma (R - Dist. 22)

Status: 2/17 from House rules okay. 1/29 referred to House educ.

**HB2361:  
SEX EDUCATION; CHILD ABUSE PREVENTION**

School districts and charter schools are prohibited from providing sex education instruction to a student before 6th grade. If a school district or charter school offers sex education instruction, the

instruction is required to be medically and factually accurate, and to emphasize biological sex and not gender identities. School districts and charter schools are prohibited from providing the instruction to a student without written permission from the student's parent. All sex education materials and instruction are required to promote honor and respect for monogamous marriage. Beginning in the 2020-21 school year, school districts and charter schools are required to establish education and training on child abuse prevention for both school personnel and for students in kindergarten through 5th grade. This education and training must be designed to promote self-protection and accountability and to prevent the abuse of children, including sexual abuse, and other requirements for the training are established. School districts and charter schools are also required to provide personnel with education and training on prevention techniques for and recognition of child abuse, and information that must be included is specified. School district schools and charter schools are also required to post in a public area of the school that is readily accessible to students a sign that is at least 11 inches by 17 inches, that is placed at students' eye level, and that contains a list of information related to child abuse, child neglect and the exploitation of children in English and in Spanish, including the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children. The authorization for school districts to provide instruction to students on acquired immune deficiency syndrome and the human immunodeficiency virus is limited to students in grades 6 through 12. Appropriates \$415,000 from the general fund in FY2020-21 to the Department of Education to distribute to school districts and charter school to establish education and training on child abuse prevention as required by this legislation.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

#### **HB2362:**

#### **PROMOTION; CURRICULA; COUNTY SCHOOL SUPERINTENDENTS**

County school superintendents, instead of school district governing boards, are required to prescribe the curricula and criteria for the promotion and graduation of students, and to incorporate instruction on Native American history into appropriate existing curricula.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: Filed

#### **HB2364:**

#### **ELECTION LAW AMENDMENTS**

Various changes relating to election law. The requirement for candidates to file a statement of interest with the appropriate filing officer no later than the date of the first petition signature on a nomination petition does not apply to candidates for elected office for school districts, community college districts or career technical education districts. A petition for a new political party to be represented by an official party ballot is required to contain the signatures of qualified electors in at least Status: 1/4 of the election precincts of the county or municipality. The county recorder or the city or town clerk is required to review the petitions, select a random sample of 20 percent of the total signatures, individually verify and certify those signatures, and calculate and project the total number of valid signatures to determine whether the party will be recognized. The required test of election equipment is no longer required to be observed by at least two election inspectors, and is instead required to be observed by representatives of the political parties. Election boards are required to seal one of the poll lists in a "secure container," instead of a "strong envelope." For a county with a population of more than 300,000 persons, at least four persons, not more than two of whom may be members of the same political party, must accompany the election returns during delivery to the officer in charge of elections. For a county with a population of 300,000 persons or less, at least two persons who cannot be members of the same political party, must accompany the election returns during delivery to the officer in charge of elections. A county recorder or other officer in charge of elections who establishes early voting locations is allowed to continue to operate those early voting locations and on-site early voting locations until 5:00 p.m. on the Monday immediately preceding election day, except that early voting must end as needed to ensure that precinct registers and other election materials are revised for use on election day to

indicate which voters have requested an early ballot, which voters have already voted and which voters are on the inactive voter list. The maximum number of days before an election that a county board of supervisors is permitted to cancel the election if only one person files a nominating petition to fill certain offices is increased to 105 days, from 75 days. Emergency clause.

*First sponsor:* Rep. Townsend (R- Dist. 16)

Status: 1/29 from House elect with amend #4028.

**HB2367:**

**SCHOOLS; RESIDENCY DOCUMENTATION; POLICIES**

The State Board of Education, instead of the Department of Education, is required to establish policies for school districts and charter schools to require and maintain verifiable documentation of residency in Arizona for enrolled students.

*First sponsor:* Rep. Dunn (R - Dist. 13)

Status: 2/24 from House rules okay. 1/23 referred to House fed-rel.

**HB2372:**

**SCHOOLS; DYSLEXIA; SCREENING; TRAINING**

The deadline for the Department of Education to develop a dyslexia screening plan is extended one year, to July 1, 2021. The deadline for each school district and charter school ensure that at least one kindergarten through third grade teacher in each school has received dyslexia training is extended one year, to July 1, 2022.

*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: Filed

**HB2387:**

**CONTINUING HIGH SCHOOL PROGRAM**

The State Board of Education is required to establish a continuing high school program to provide adult learners with alternative study services that lead to the issuance of a high school diploma and industry- recognized credentials. The Board is required to authorize service providers that are qualified 501 (c) (3) organizations that meet specified requirements to operate schools through partnerships with school districts, nonprofit charter schools or Career Technical Education Districts. A school participating in the program is eligible to receive base support level funding and additional assistance in the same manner as a school district or charter school, but is not eligible for transportation funding or Arizona online instruction funding. Establishes reporting requirements for service providers, and requires the Department of Education to report on the Program to the Governor and the Legislature by December 15, 2023 and by December 15 of each year after. The Board is authorized to approve program service providers with a total projected average daily membership of up to 350 in FY2021-22, up to 700 in FY2022-23, and up to 1,400 in FY2023-24 and each FY after. The program terminates on July 1, 2030.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 3/6 transmit to Senate; 3/5 House passed 45-15; 2/24 from House rules okay. 1/23 referred to House educ.

**HB2429:**

**SCHOOLS; IMMUNIZATIONS; REGISTERED NURSES; POSTING**

School districts and charter schools are required to post on their websites whether a registered nurse is assigned to each school and an explanation of the manner in which student health issues are addressed at the school. The school is also required to identify the clinical credentials or licenses of the person providing health services on campus. Required reports on immunizations are also required to be posted on school websites.

*First sponsor:* Rep. Butler (D - Dist. 28)

Status: Filed

**HB2438:  
COLLEGE CREDIT BY EXAMINATION; APPROPRIATIONS**

The Department of Education is required to allocate monies in the College Credit by Examination Development Fund to eliminate or reduce the examination fee costs for students who are eligible for free or reduced-price lunches on a pro-rata basis determined by the number of eligible students. The requirement for the department to prioritize distributions from the Fund based on need may include showing that students are academically prepared for a qualifying examination but lack access in their local school to the corresponding course or an instructor prepared to teach the course. Makes a supplemental appropriation of \$1 million from the general fund in FY2020-21 to the Department of Education for the college credit by examination program. Makes a supplemental appropriation of \$1.5 million from the general fund in FY2020-21 to the Fund.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 referred to Senate educ, appro. 1/28 from House educ do pass.

**HB2448:  
PUBLIC SCHOOLS; INNOVATION PLANS**

Public schools are authorized to submit an innovation plan to the Superintendent of Public Instruction. The State Board of Education is required to prescribe requirements for an innovation plan, which must include specified provisions, including a description of the innovative practices the school would like to implement and a plan for implementation. In its innovation plan, a school is permitted to request an exemption from instructional hours requirements or any rules or policies that may hinder the full implementation of the plan, with some exceptions. The Superintendent is required to transmit the innovation plan to the Board within 60 days, with a recommendation for approval or resubmission. The Board is required to approve or reject an innovation plan within 60 days after receiving it. Approval is valid for five years, with options for extension and revocation. The Department of Education is required to develop a plan to evaluate schools of innovation, including performance measures and data required. The Dept. is required to compile the evaluation data in an annual report and to submit the report to the Governor and the Legislature by September 1 of each year. Schools are prohibited from penalizing a student who previously attended a school of innovation and transfers to another school. The Board is required to adopt rules to implement this legislation.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/24 Senate educ passed as amended 6-2; referred to Senate rules. 2/4 from House educ do pass.

**HB2449:  
SCHOOLS; PUPIL DISCIPLINE**

A school district or charter school is authorized to suspend or expel a student in kindergarten through 4th grade only if all of a list of circumstances apply, including that the district or school has employed alternative behavioral and disciplinary interventions. School districts and charter schools are prohibited from imposing an expulsion of more than one year or a suspension of more than 20 school days. If a student is expelled from a school district or charter school, the district or school is required to provide the student and the student's parents with resources regarding accessible alternative educational options. If a student is expelled from a school district or charter school or suspended for more than 5 school days, the district or school is authorized to provide educational services for the student in an alternative education setting. School districts and charter schools are permitted to refuse to admit a student who was previously expelled from that district or school and continues to endanger the health or safety of others due to continuing to threaten violence. School boards are required to develop procedures allowing teachers to request that a student be immediately reassigned to another classroom under specified circumstances. School districts and charter schools are required to monthly report to the Department of Education on a list of specified information related to student discipline, including suspension, expulsion, alternative education, restraint and seclusion, and to annually report to the Dept. a list of demographic information of all students who are suspended, expelled or reassigned to an

alternative education setting. The Dept. is required to compile the reports and annually post the information on its website.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 1/29 referred to House educ.

**HB2459:**

**SCHOOLS; REVENUES; EXPENDITURES; DATABASE**

By September 1, 2021, each charter school governing body and school district governing board is required to develop, maintain and make publicly available a single, searchable expenditure and revenue website database that allows the public to review at no cost information concerning monies that the charter school or school district collects and spends. Data that must be included in the database is listed. The expenditure data is required to be provided in an open-structured data format that may be downloaded by the user and that allows the user to systematically sort, search and access all data.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/28 referred to House educ.

**HB2460:**

**ABOR; TUITION; DEDUCTION; ACTUAL COST**

The Arizona Board of Regents (ABOR) is required to fix resident tuition and fees based on the actual cost of educating the student, including maintenance and operations costs and capital costs, and is prohibited from considering a student's ability to pay. If ABOR establishes a nonresident tuition rate for high school graduates of Arizona who do not otherwise qualify for in-state tuition that is lower than the regular nonresident tuition rate, the Legislature is required to calculate the aggregate difference paid and deduct the amount calculated from the amount appropriated to ABOR in the next fiscal year.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 1/28 referred to House educ.

**HB2488:**

**ADMINISTRATIVE COSTS; LIMIT; STOS**

Increases the amount that school tuition organizations are required to allocate for educational scholarships or tuition grants to 95 percent of annual revenue from contributions made for tax credit purposes, from 90 percent.

*First sponsor:* Rep. Fernandez (D - Dist. 4)

Status: Filed

**HB2489:**

**CTEDS; NONPROFITS; POSTSECONDARY INSTITUTIONS; AGREEMENTS**

The list of entities that may enter into agreements to provide administrative, operational and educational services and facilities for a Career Technical Education District (CTED) Board is expanded to include a nonprofit organization that is devoted to vocational training or a public or private postsecondary institution.

*First sponsor:* Rep. Fernandez (D - Dist. 4)

Status: 1/29 referred to House educ.

**HB2491:**

**APPROPRIATION; ARIZONA TEACHERS ACADEMY**

Appropriates \$5.5 million from the general fund in FY2020-21 to the Arizona Board of Regents to operate the Arizona Teachers Academy.

*First sponsor:* Rep. Fernandez (D - Dist. 4)

Status: 1/29 referred to House educ, appro.

**HB2500:****SFB; PROCUREMENT; BUILDING RENEWAL GRANTS**

School districts that receive monies from the Building Renewal Grant Fund are authorized to use the monies for major renovations and repairs to a building that is required to meet minimum school facility adequacy guidelines. A school district that is notified that monies will be distributed from the Fund for a project approved by the School Facilities Board (SFB) only if the legislature appropriates sufficient monies is permitted to use legally available district monies to execute the project and reimburse those district monies at a later date with Fund monies if the distribution is made. The SFB is prohibited from altering the priority of Fund distributions based on whether a school district has used legally available district monies to execute a project. Any project that a school district undertakes and that is authorized by the SFB is subject to the procurement rules adopted by the State Board Of Education.

*First sponsor:* Rep. Weninger (R- Dist. 17)

Status: 2/18 from House educ do pass. 1/29 referred to House educ, appro.

**HB2514:****SCHOOLS; SPECIAL EDUCATION WEIGHTS; FUNDING**

Session law establishes new calculations for the base support level for school funding, including new support level weights, for FY2020-21, FY2021-22, FY2022-23, and FY2023-24. Modifies the statutory school support level weights used to calculate the base support level for FY2024-25 and each FY after, and adds a funding category of "G" for educational programs for gifted students. The Auditor General is required to conduct and complete a special audit and cost study of school district special education programs, which must include specified information. Appropriates \$150,000 from the general fund in each of FY2020-21, FY2021-22, and FY2022-23 to the Auditor General for the special audit and cost study. Appropriates \$3 million from the general fund in FY2020-21 to the Extraordinary Special Education Needs Fund.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2516:****CHARTER SCHOOLS; AUDITS; FINANCIAL REPORTS**

Any audit of a charter school is required to include a review of the charter school's annual financial report.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2517:****SCHOOLS; CHARTER MANAGEMENT ORGANIZATIONS; CONTRACTS**

A charter school or charter holder that contracts with a "charter management organization" is required to submit the contract to the State Board for Charter Schools for review.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2518:****SCHOOLS; EXPENDITURE LIMIT; OVERRIDES**

The maximum time period that voters in a school district may approve a budget in excess of the revenue control limit is increased to ten years, from seven years. A budget increase approved for five years or more is no longer required to be reduced to 2/3 of the initial proposed percentage increase in the next to last year and Status: 1/3 of the initial proposed percentage increase in the last year.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2521:  
ADMINISTRATIVE COSTS; LIMIT; STOS**

Increases the amount that school tuition organizations are required to allocate for educational scholarships or tuition grants to 95 percent of annual revenue from contributions made for tax credit purposes, from 90 percent.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2523:  
OVERRIDES; INFORMATIONAL PAMPHLETS; ARGUMENT SUBMITTALS**

Arguments for and against a proposed school budget override are required to be notarized, and each argument filed is required to also be submitted to the county school superintendent in an electronic format.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: 1/28 referred to House elect.

**HB2524:  
SCHOOLS; COMPULSORY ATTENDANCE; MINIMUM AGE**

School attendance is mandatory for children if they are between 5 and 16 years of age (formerly, between 6 and 16) unless the child is excused for a list of permitted reasons, is accompanied by a parent or person authorized by a parent, or is provided with instruction in a homeschool. A child is eligible for admission to kindergarten if the child is four years of age before September 1 of the current school year.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2526:  
ARIZONA ONLINE INSTRUCTION; FUNDING**

For the 201st through 1000th students enrolled full-time in Arizona online instruction, the student is funded for online instruction at 80 percent, decreased from 95 percent, of the base support level that would be calculated for that student if enrolled full-time in a school district or charter school that does not participate in online instruction. For the 201st through 1000th students enrolled part-time in Arizona online instruction, the student is funded for online instruction at 70 percent, decreased from 85 percent, of the base support level that would be calculated for that student if enrolled part-time in a school district or charter school that does not participate in online instruction. For the 1001st and any additional students enrolled full-time in Arizona online instruction, the student is funded for online instruction at 70 percent, decreased from 95 percent, of the base support level that would be calculated for that student if enrolled full-time in a school district or charter school that does not participate in online instruction. For the 1001st and any additional students enrolled part-time in Arizona online instruction, the student is funded for online instruction at 70 percent, decreased from 85 percent, of the base support level that would be calculated for that student if enrolled part-time in a school district or charter school that does not participate in online instruction.

*First sponsor:* Rep. Lieberman (D - Dist. 28)

Status: Filed

**HB2567:  
APPROPRIATION; LEAD SCREENING; CHARTER SCHOOLS**

Makes a supplemental appropriation of \$100,000 from the general fund in FY2020-21 to the Department of Environmental Quality for lead screening of drinking water in charter schools.

*First sponsor:* Rep. Engel (D - Dist. 10)

Status: Filed

**HB2569:  
DCS; INVESTIGATION; SCHOOLS; CHILDREN; DISABILITIES**

A child safety worker or a child safety investigator is authorized to enter a school that teaches a "child with disabilities" (defined) to investigate a report of abuse of such a child at the school.

*First sponsor:* Rep. Jermaine (D - Dist. 18)

Status: Filed

**HB2591:  
APPROPRIATIONS; COMMUNITY COLLEGES; PUBLIC SAFETY**

Makes a supplemental appropriation of \$150,000 from the general fund in FY2020-21 to each community college district located in a county with a population of less than 500,000 persons, which must be used to enhance public safety for the district. Makes a supplemental appropriation of \$150,000 from the general fund in FY2020-21 to each community college district located in a county with a population of less than 500,000 persons that provides on-campus housing for at least 100 persons, which must be used to enhance public safety for the district. Makes a supplemental appropriation of \$150,000 from the general fund in FY2020-21 to each community college district located in a county with a population of less than 500,000 persons that functions as the primary educational provider to a provisional community college district, which must be used to enhance public safety for the district.

*First sponsor:* Rep. Griffin (R - Dist. 14)

Status: 1/27 referred to House educ, appro.

**HB2602:  
ARIZONA HIGH SCHOOL GRADUATES; TUITION**

A person who applies for admission to a state university or community college after graduating from a public or private high school in Arizona is entitled to the Arizona high school graduate tuition rate in an amount prescribed by the Arizona Board of Regents or the community college district governing board. A person who has previously qualified for the Arizona high school graduate tuition rate remains qualified for that tuition rate as long as that person remains "continuously enrolled" (defined) at that educational institution.

*First sponsor:* Rep. Rivero (R - Dist. 21)

Status: Filed

**HB2609:  
SCHOOLS; UNFUNDED MANDATES; PROHIBITION**

Beginning in 2021, the Legislature is prohibited from enacting any unfunded mandate on public schools, and every legislative measure that is introduced and that has a fiscal impact on public schools is required to contain a sustainable funding source. The staff of the Joint Legislative Budget Committee is required to prepare a fiscal analysis of every legislative measure that is introduced that has a fiscal impact on public schools.

*First sponsor:* Rep. Peten (D - Dist. 4)

Status: 1/30 referred to House educ.

**HB2623:  
SCHOOLS; POSTING; CIVIL RIGHTS DATA**

Each public school and local education agency is required to post on its website the most recent information it reported to the U.S. Department of Education Office for Civil Rights for the purposes of the civil rights data collection survey. Data that is protected under federal law must be redacted.

*First sponsor:* Rep. Bolick (R - Dist. 20)

Status: 1/30 referred to House educ.

**HB2625:  
CIVICS CELEBRATION DAY; CIVICS EDUCATION**

September 25 of each year shall be observed as Sandra Day O'Connor Civics Celebration Day, which is not a legal holiday. On Sandra Day O'Connor Civics Celebration Day, each public school in Arizona is required to dedicate the majority of the school day to civics education. If Sandra Day O'Connor Civics Celebration Day falls on a day when public school is not in session, the preceding or following school day is required to be observed in the public school as the holiday. The State Board of Education is required to develop a list of resources relating to civics education that align with the academic standards in social studies for the purposes of Sandra Day O'Connor Civics Celebration Day instruction.

*First sponsor:* Rep. Bolick (R - Dist. 20)

Status: **3/24 Governor signed**; 2/24 Senate gov passed 5-1; referred to House rules. 2/3 from House rules okay.

**HB2626:  
GIFTED PUPILS; WEIGHTS; REPORTS; APPROPRIATION**

By November 1, 2020 and on or before July 1 every four years thereafter, the Department of Education is required to submit a report to the Governor and the Legislature that includes statewide data and data by county on the amount of monies generated by all group A weights and all group B weights for school funding, and the number of students attending school through open enrollment. By November 1, 2020, the Dept. is required to submit a report to the Governor and the Legislature of statewide data and data by county for specified information relating to gifted education programs. Appropriates \$1 million from the general fund in FY2020-21 to the Dept. for additional assistance for gifted programs.

*First sponsor:* Rep. Bolick (R - Dist. 20)

Status: 2/24 from House rules okay. 1/30 referred to House educ, appro.

**HB2636:  
ELECTRONIC SMOKING DEVICES; RETAIL LICENSING**

It is unlawful for a person to sell, give or furnish a tobacco product to a person who is under the minimum age of sale for tobacco products as set by the Federal Food, Drug, and Cosmetic Act, instead of for a person to sell or furnish tobacco products to minors. For the purposes this prohibition and statutes regulating tobacco sales, the definition of "tobacco products" is expanded to include any product containing, made of or derived from tobacco or nicotine and that is intended for human consumption, and to include an "electronic smoking device" (defined) and any substance that may be aerosolized or vaporized by the device, whether or not it contains nicotine, and any component, part, or accessory that is used in the consumption of these products. Before distributing any tobacco product, a retail tobacco vendor or the vendor's representative or employee is required to verify that the purchaser is at least the minimum age of sale for tobacco products as set by the Federal Food, Drug, and Cosmetic Act. Establishes civil penalties for violations. The Department of Health Services (DHS) is required to conduct at least two unannounced compliance checks on a retail tobacco vendor annually. Beginning January 1, 2022, a retail tobacco vendor is prohibited from distributing tobacco products in Arizona without a valid tobacco retail sales license from DHS. DHS is required to establish fees for licenses. Licensing requirements are specified. Licenses are nontransferable and are valid for two years. Establishes civil penalties for selling tobacco products without a license. More.

*First sponsor:* Rep. Blackman (R- Dist. 6)

Status: Filed

**HB2637:  
SMOKING DEVICES; TOBACCO PRODUCTS; DEFINITIONS**

For the purposes of the statutes prohibiting the furnishing of tobacco products to minors and statutes regulating tobacco sales, the definition of "tobacco products" is expanded to include any product containing, made of or derived from tobacco or nicotine and that is intended for human

consumption, and to include an "electronic smoking device" (defined) and any substance that may be aerosolized or vaporized by the device, whether or not it contains nicotine, and any component, part, or accessory that is used in the consumption of these products.

*First sponsor:* Rep. Blackman (R- Dist. 6)

Status: Filed

**HB2648:**

**ALTERNATIVE TESTING; EXEMPTION; SPECIAL EDUCATION**

The State Board of Education is required to adopt rules that allow a student to participate in alternative testing instead of the required statewide testing if the student is enrolled in a special education program or a self-contained program for students with disabilities that does not adequately prepare students for the testing. The rules must allow a student's individualized education program team to exempt the student from the testing with sufficient data to justify the exemption.

*First sponsor:* Rep. Barto (R - Dist. 15)

Status: 2/24 from House rules okay. 1/27 House educ held.

**HB2650:**

**SCHOOLS; STATEWIDE ASSESSMENT; ACT; SAT**

Beginning in the 2020-21 school year, the statewide assessment to measure student achievement is required to consist of the ACT and SAT, and the high school graduation criteria prescribed by school district governing boards is required to include taking the ACT and SAT. On the effective date of this legislation, the State Board of Education is required to discontinue the AZMERIT test as the statewide assessment and adopt the ACT and SAT as the statewide assessment.

*First sponsor:* Rep. Finchem (R - Dist. 11)

Status: 2/3 referred to House educ.

**HB2654:**

**PATRIOTIC YOUTH GROUPS; SCHOOL ACCESS**

During the first quarter of each academic school year, the principal of a public school is permitted to allow representatives from any youth group listed in the federal code as a patriotic society to address students for up to 10 minutes during regular school hours about how the youth group supports educational interests and civic involvement. The principal is required to ensure that material provided by a youth group listed in the federal code as a patriotic society and its representatives be distributed directly to students on school property throughout the academic school year to encourage student participation in the youth group.

*First sponsor:* Rep. Thorpe (R - Dist. 6)

Status: 3/5 transmit to Senate; 3/4 TECH passed as amended 44-15; 2/19 from House tech with amend #4358. 2/6 referred to House educ.

**HB2658:**

**SCHOOLS; SEX EDUCATION**

Numerous changes to statutes relating to sex education in public schools. School districts and charter schools are prohibited from providing sex education instruction before the 5th grade. Prohibits charter schools, in addition to school districts, from providing sex education instruction to a student unless the student's parent provides written permission. Written permission from a parent is also required for a student to participate in instruction on AIDS and HIV. School districts and charter schools are required to make any sex education curricula, including curricula related to instruction on AIDS and HIV, available for a parent's review, and to notify parents where the curricula is available before the parent provides written permission and at least two weeks before any instruction is offered.

*First sponsor:* Rep. Biasiucci (R - Dist. 5)

Status: Filed

**HB2678:  
CTEDS; DISTRICT GOVERNING BOARDS; ELECTIONS**

To be eligible for election to the office of Career Technical Education Board member from the single member district, a person must have been a resident of the single member district for at least one year immediately preceding the date of the election. A qualified elector of a school district that has previously increased its governing board to five members is authorized to submit to the county school superintendent a petition, signed by at least ten percent of the qualified electors of the district, requesting that the question of reducing the number of members of the school district governing board to three be considered in the next general election. If the majority of the electors voting on the question of reducing the number of governing board members votes in the affirmative, the school district is required to reduce its governing board to three members. A member who is serving on a school district governing board that reduces its governing board to three members continues to serve as a member of the governing board until expiration of the member's current term of office. A process for reducing the membership of the board is specified.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/17 from House rules okay. 2/5 referred to House educ.

**HB2679:  
SFB; DEPARTMENT OF ADMINISTRATION**

The School Facilities Board (SFB) is renamed the School Facilities Oversight Board (Board) and is transferred to the Department of Administration. Board membership is modified, including by adding the Director of the Dept. or the Director's designee to serve as chairperson and an advisory nonvoting member. The Dept., instead of the Board is required to administer the Building Renewal Grant Fund and distribute monies to school districts for the purpose of maintaining the adequacy of existing school facilities, and to establish policies and procedures relating to building renewal grant change orders. The Director of the Dept. serves as the Director of the Board. Establishes the Capital Additional Assistance Fund and requires the State Treasurer to allocate monies in the Fund to school districts on a pro rata basis using the weighted student count for the school district for the prior fiscal year. School districts may use monies on projects for buildings or any part of a building in the Board's database for a list of specified purposes, including major renovations and repairs to buildings used for academic purposes. A person who is serving as a member of the SFB on the effective date of this legislation is eligible to continue to serve as a member of the School Facilities Oversight Board until expiration of the current term of office. Session law provides for the succession of the School Facilities Oversight Board within the Dept. to the authority, powers, duties and responsibilities of the SFB, including transferring all administrative matters, equipment and other property, and personnel. Appropriates \$40 million from the general fund in FY2020-21 to the Capital Additional Assistance Fund and \$60 million from the general fund in FY2020-21 to the Building Renewal Grant Fund. More. Due to voter protection, one section of this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/20 from House appro with amend #4347. 2/3 referred to House educ, appro.

**HB2680:  
CHARTER SCHOOLS; ENROLLMENT PREFERENCE; PRESCHOOL**

Charter schools are authorized to give enrollment preference to students who, in the prior year, attended a preschool program at the charter school or at a charter school with the same charter holder and governing body or that is managed by the same educational management organization.

*First sponsor:* Rep. Shope (R - Dist. 8)

Status: 2/3 referred to House educ.

**HB2682:  
SCHOOLS; INSTRUCTION; HOLOCAUST; GENOCIDES**

In adopting the course of study and competency requirements, the State Board of Education must include a requirement that students be taught about the Holocaust and other genocides at least twice between the 7th and 12th grades.

*First sponsor:* Rep. A. Hernandez (D - Dist. 3)

Status: 2/24 Senate educ passed 8-0; referred to Senate rules. 2/3 from House rules okay.

**HB2684:  
CRISIS MANAGEMENT TEAM; UNDERPERFORMING DISTRICTS**

The Department of Education is required to establish a crisis management team to recommend necessary changes for any persistently underperforming school district, and team membership is specified. A crisis management team is required to establish a work plan to evaluate the local circumstances and needs of a school district. The criteria for a school district to qualify for a crisis management team are specified. The crisis management team is required to submit a preliminary report by July 1, 2020 and submit a final report by December 31, 2020 to the Governor, the Legislature and the Dept. Information that must be included in the report is listed. Contains a legislative intent section. Emergency clause.

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: **3/24 Governor signed**; 2/3 from House rules okay.

**HB2762:  
PROJECT ROCKET PILOT PROGRAM; APPROPRIATIONS**

This bill establishes the Project Rocket Pilot Program (Program) and Project Rocket Fund (Fund) to improve academic outcomes for all students in eligible schools. Program and Fund • Directs schools that receive funding to prioritize resources to implement evidence based, proven strategies to increase academic gain and graduation rates for students who are struggling academically due to socioeconomic factors • Establishes the Fund from continuous legislative appropriations, gifts, grants, donations, and any other money transferred to the Fund • Directs the Arizona Department of Education (ADE) to administer the Fund at the direction of the State Board of Education (SBE) • Specifies that unused money in the Fund at the end of each fiscal year will not revert to the state's general fund. • Allows ADE to accept and spend federal monies, private grants, gifts, and contributions to the Fund Appropriations and Distribution of Funds • Appropriates \$44.6M from the general fund in FY21, FY22, and FY23 to the Project Rocket Fund • Appropriates \$1M and 7 full time employees from the general fund in FY21, FY22, and FY23 to SBE to administer the Project Rocket Pilot Program • Requires ADE to distribute money from the Fund in FY21, FY22, and FY23 as follows: o Each school operated by a school district or charter holder that received a C letter grade the previous year and has at least 60% of its students eligible for free or reduced-price lunches (or an equivalent measure) shall receive \$150 per student o Each school operated by a school district or charter holder that received a D letter grade the previous year shall receive \$150 per student o Each school operated by a school district or charter holder that received a F letter grade the previous year shall receive \$150 per student o Each school operated by a school district or charter holder that did not receive a letter grade during the prior year shall receive \$150 per student if it feeds into a school that qualifies for the Program ▪ For the purposes of this Program only, a school that did not receive a letter grade during the prior year shall assume it receives the same letter grade as the school it feeds into

*First sponsor:* Rep. Udall (R - Dist. 25)

Status: 2/25 House minority caucus: do pass.

**HB2902:  
K-12 EDUCATION; BUDGET RECONCILIATION; 2020-2021**

Contains budget reconciliation provisions relating to K-12 education needed for implementing the FY 2021 budget. 1. Increases charter additional assistance as follows:

a) From \$1,843.14 to \$1,875.21 per student count in preschool programs for children with

disabilities, kindergarten programs and grades 1-8; and

- b) From \$2,148.15 to \$2,185.53 per student count in grades 9-12. (Sec. 1)
2. Increases the base level from \$4,150.43 for FY 2020 to \$4,305.73 for FY 2021. (Sec. 2)
3. Increases the state support level per route mile for FY 2021 as follows:
  - a) From \$2.69 to \$2.74 for 0.5 or less approved daily route mileage per eligible student transported;
  - b) From \$2.20 to \$2.24 for more than 0.5 through 1.0 approved daily route mileage per eligible student transported; and
  - c) From \$2.69 to \$2.74 for more than 1.0 approved daily route mileage per eligible student transported. (Sec. 3)
4. Establishes the qualifying tax rate for tax year (TY) 2020 as follows:
  - a) \$1.8371 for a high school district or a common school district within a high school district that does not offer instruction in high school subjects; and
  - b) \$3.6742 for a unified school district, a common school district not within a high school district or a common school district within a high school district that offers instruction in high school subjects. (Sec. 4)
5. Adjusts the state equalization assistance property tax rate in TY 2020 to \$0.4426. (Sec. 4)

#### ***Education Revenues Distribution***

6. Requires \$64,100,000 of the monies generated from the 0.6% transaction privilege tax and use tax to be paid in monthly installments to the Superintendent of Public Instruction for basic state aid, rather than to the Classroom Site Fund. (Sec. 5)

#### ***District Additional Assistance (DAA) and Charter Additional Assistance (CAA)***

7. Reduces the reduction of DAA scheduled for FY 2021 from \$128,734,900 to \$64,367,400. (Sec. 6)
  - a) Eliminates the reduction of DAA scheduled for FY 2022. (Sec. 6)
8. Reduces the reduction of CAA scheduled for FY 2021 from \$6,814,400 to \$3,407,200. (Sec. 7)
  - a) Eliminates the reduction of CAA scheduled for FY 2022. (Sec. 7)
9. Directs the Arizona Department of Education (ADE) to restore funding to DAA and CAA in FY 2022. (Sec. 6, 7)

#### ***Results-Based Funding (RBF)***

10. Requires ADE to distribute monies from the RBF Fund (Fund) to each school operated by a school district or a charter holder as follows:

- a) \$225 per student count if:
  - i. Fewer than 60% of enrolled students were eligible for free or reduced-price lunches, or an equivalent measure, at the time the Spring 2019 statewide assessment was administered; and
  - ii. The school performed in the top 13% of all schools statewide on the mathematics and language arts portions of the Spring 2019 statewide assessment.
- b) \$400 per student count if:
  - i. 60% or more of enrolled students were eligible for free or reduced-price lunches, or an equivalent measure, at the time the Spring 2019 statewide assessment was administered; and
  - ii. The school performed in the top 13% of schools statewide on the mathematics and language arts portion of the Spring 2019 statewide assessment.

c) \$225 per student count if:

- i. 60% or more of enrolled students were eligible for free or reduced-price lunches, or an equivalent measure, at the time the Spring 2019 statewide assessment was administered; and
- ii. The school performed in the top 27% but not in the top 13% of schools statewide on the mathematics and language arts portions of the Spring 2019 statewide assessment. (Sec. 8)

11. Requires ADE to distribute \$400 per student count from the Fund to each alternative high school if:

- a) The school performed in the top 27% of schools that had more than 60% of students eligible for free or reduced-price lunches, or an equivalent measure, as demonstrated by the mathematics and language arts portions of the Spring 2019 statewide assessment; and
- b) The school reports the average percentage of students who obtained a passing score on both the mathematics and language arts portions of the Spring 2019 statewide assessment. (Sec. 8)

#### ***Miscellaneous***

- 12. Contains an intent clause. (Sec. 9)
  - 13. Makes conforming changes. (Sec. 2, 6, 7)
- First sponsor:* Rep. Bowers (R - Dist. 25)  
**Status: 3/28 Governor signed**

**HB2910:  
PUBLIC SCHOOL CLOSURES; CORONAVIRUS DISEASE**

This bill makes two enactments to address the school closures due to COVID-19. The first enactment addresses what happens during the first two-week mandated closure from March 15-27. The second section is a set of actions to trigger if the closure extends past March 30. Essentially, the bill provides relief from minimum instructional requirements, pushes back testing windows, and provide authority for staff pay for the two week shutdown period. It also mandates that if schools continue to be closed after March 30, schools should make efforts to provide educational opportunities to students through remote instruction in order to receive continued instructional hours flexibility and to reassign employees who cannot work remotely to permit them to continue earning wages during the school closure, as well as other more aggressive actions including the cancellation of AZMerit testing and suspension of Move On When Reading.

*First sponsor:* Rep. Bowers (R - Dist. 25) and Rep. Udall (R - Dist. 25)  
**Status: 3/27 Governor signed**

**HCR2001:  
ENGLISH LANGUAGE EDUCATION; REQUIREMENTS**

The 2020 general election ballot is to carry the question of whether to amend state statute to repeal and replace provisions related to English language learners. Public schools are required to ensure that all English language learners receive the highest quality education, master the English language and access high quality, innovative research-based language programs. School districts and charter schools are authorized to establish dual- language immersion programs for both native and nonnative English speakers. Directs Legislative Council to prepare conforming legislation.

*First sponsor:* Rep. Fillmore (R - Dist. 16)  
**Status: 1/28 from House educ do pass.**

**HCR2003:  
ENGLISH LANGUAGE EDUCATION; REQUIREMENTS**

The 2020 general election ballot is to carry the question of whether to amend state statute to repeal and replace provisions related to English language learners. Public schools are required to ensure that all English language learners receive the highest quality education, master the English language and access high quality, innovative research-based language programs. School districts and charter schools are authorized to establish dual- language immersion programs for both native and nonnative English speakers. Directs Legislative Council to prepare conforming legislation.

*First sponsor:* Rep. Espinoza (D- Dist. 19)  
**Status: Filed**

**HCR2005:  
SCHOOLS; CONSOLIDATION; UNIFICATION**

The 2020 general election ballot is to carry the question of whether to amend state statute to require each school district in Arizona to be a unified school district by July 1, 2026. Each school district governing board is required to annually determine the cost saving that result from any consolidation or unification with other school districts, and the cost savings are retained by the district and used for classroom expenditures as determined by the school board, with at least 25 percent being used for teacher salaries. Statute exempting small school districts from the general budget limit is repealed, and session law provides budget revision amounts for FY2026-27, FY2027-28 and FY2028-29. By September 15, 2021, each county school superintendent must complete a feasibility study on the unification and/or consolidation of the school districts within that county, and provide a copy of the study to all school boards in the county. Required

components of the feasibility study are specified. By June 30, 2024, the governing board of each school district is required to develop, adopt and publish a plan to unify and/or consolidate the school district with other school districts within that county. Establishes revenue control limits for school districts that are unified or consolidated without an election. The authority to form and operate union high school districts in Arizona ends on June 30, 2026. Appropriates \$250,000 from the general fund in FY2020-21 to each county with a population of 500,000 persons or less and \$750,000 to each county with a population of more than 500,000 persons for implementation.

*First sponsor:* Rep. Fillmore (R - Dist. 16)

Status: 2/5 from House fed-rel do pass.

#### **HCR2008:**

##### **SCHOOL FINANCE; PAYMENT DEFERRALS; PROHIBITION**

The 2020 general election ballot is to carry the question of whether to amend the state Constitution to prohibit the Legislature from deferring a payment to a school district that is scheduled by law to be made in one fiscal year to the next fiscal year.

*First sponsor:* Rep. Petersen (R- Dist. 12)

Status: 2/6 from House appro do pass.

#### **HCR2023:**

##### **SCHOOL DISTRICTS; EXPENDITURE LIMIT; AUTHORIZATION**

The Legislature authorizes the expenditure of local revenues by school districts in excess of the expenditure limitation prescribed in the state Constitution in FY2020-21. This authorization is effective only on the approval of this resolution by at least 2/3 of the members of each house of the Legislature by roll call vote.

*First sponsor:* Rep. Kern (R - Dist. 20)

Status: 1/28 passed House 59-0; ready for Senate.

#### **HCR2031:**

##### **EDUCATION; TPT; USE TAX**

The 2020 general election ballot is to carry the question of whether to amend the state Constitution to levy a separate 1 percent transaction privilege tax beginning July 1, 2021 for the purpose of raising revenues for education. The net revenues derived from the tax are appropriated as follows: 75 percent for primary and secondary classroom education purposes, 20 percent for maintaining an in-state tuition rate that is consistent with the state Constitutional requirement for tuition to be as nearly free as possible, and 5 percent for community college trade and workforce development programs.

*First sponsor:* Rep. Campbell (R- Dist. 1)

Status: Filed

### **SENATE BILLS**

#### **SB1012:**

##### **EXECUTIVE SESSION; SCHOOL SAFETY PLANS**

The list of purposes for which a public body is authorized to hold an executive session is expanded to include discussion or consideration of matters relating to school safety operations or school safety plans or programs. Emergency clause.

*First sponsor:* Sen. Borrelli (R - Dist. 5)

Status: 2/13 passed Senate 29-0; ready for House. 2/4 from Senate gov do pass.

**SB1028:****DHS; ENHANCED SURVEILLANCE; PUBLIC HEALTH**

The list of circumstances under which the Governor is authorized to issue an enhanced surveillance advisory is expanded to include if the Governor has reasonable cause to believe that an illness, health condition or clinical syndrome caused by an emerging public health threat has occurred or may occur.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 1/13 referred to Senate hel-hu ser.

**SB1030:****EMERGENCY RESPONSE PLANS; EXECUTIVE SESSION**

Charter school governing bodies and school district governing boards are authorized to discuss or consider emergency response plans in executive session. An emergency response plan is not subject to inspection under public records laws.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 2/13 passed Senate 30-0; ready for House. 2/4 from Senate gov do pass.

**SB1036:****EMPOWERMENT SCHOLARSHIPS; THIRD-PARTY ADMINISTRATOR; REPEAL**

Repeals statute requiring the Department of Education to contract with a third-party administrator to assist in the financial administration of empowerment scholarship accounts.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: **3/20 Governor signed**; 1/30 passed Senate 30-0; ready for House.

**SB1042:****EXECUTIVE SESSIONS; SECURITY PLANS**

The list of purposes for which a public body is authorized to hold an executive session is expanded to include discussion or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings or facilities and information technology maintained by the public body. Records, documentation, notes, or other materials made by or provided to the representatives for these purposes are confidential and exempt from public disclosure.

*First sponsor:* Sen. Borrelli (R - Dist. 5)

Status: 2/13 Senate COW approved with amend #4219; passed Senate 30-0; ready for House. 2/4 from Senate gov do pass.

**SB1048:****SCHOOLS; EMPLOYEES; EMPLOYMENT; DISCIPLINE**

The Department of Education is required to investigate written complaints alleging that a "noncertificated person" (defined as a school district or charter school employee who does not possess a teaching certificate and meets other specified requirements) engaged in immoral or unprofessional conduct. The State Board of Education is required to review a complain to determine whether to take disciplinary action against a noncertificated person who has engaged in immoral or unprofessional conduct, including prohibiting the person's employment at a school district or charter school for up to five years. Before employing a certificated or noncertificated person, school districts and charter schools are required to conduct a search of the educator information system that is maintained by the Dept. on the prospective employee. School districts and charter schools are prohibited from employing in a position that requires a valid fingerprint clearance card either a certificated person whose certificate has been suspended, surrendered or revoked and not subsequently reinstated, or a noncertificated person who has had disciplinary action imposed by the Board under this legislation.

*First sponsor:* Sen. Brophy McGee (R - Dist. 28)

Status: 1/30 passed Senate 30-0; ready for House.

**SB1058:  
INDEPENDENT EDUCATIONAL EVALUATIONS**

A public educational agency is required to afford the parent of a child with a disability the right to an "independent educational evaluation" (defined). On request for an evaluation, the public educational agency is required to provide specified information about an evaluation to the parent. An independent educational evaluation that is provided at public expense is required to conform to the same criteria that the public educational agency uses when it initiates an educational evaluation. A public educational agency is permitted to decline to pay for an independent educational evaluation that does not meet the criteria, including reasonable cost limits. The State Board of Education is required to adopt rules establishing minimum standards for evaluation criteria.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 1/13 referred to Senate educ.

**SB1059:  
TPT; USE TAX; EDUCATION**

Establishes a required distribution formula for all monies collected from a new article in the state Constitution or from the additional transaction privilege tax rate increment of 0.6 percent imposed from July 1, 2022 through June 30, 2041. Requires monies generated from either tax to be paid in monthly installments as follows: 75 percent to the Classroom Site Fund, except that \$86.28 million annually must be paid annually to the Department of Education to fund Basic State Aid; 20 percent to the Arizona Board of Regents to be distributed proportionally to each university based on the number of students who receive in-state tuition to subsidize resident student tuition costs, with \$78 million of that 20 percent being distributed to the Technology and Research Initiative Fund, and 5 percent for community college trade and workforce development programs and provisional community colleges. These monies are prohibited from supplanting, replacing or causing a reduction in other school district, charter school, community college or university funding sources. Modifies the purposes for which monies from the Classroom Site Fund must be spent to remove teacher liability insurance premiums and add voluntary full-day kindergarten, "student support services" (defined), character education, school safety, career and technical education, accountability purposes and transportation. Deletes the requirement for school districts and charter schools to allocate 40 percent of the monies received from the Classroom Site Fund for teacher compensation increases based on performance and employment related expenses, 20 percent of the monies for teacher base salary increases and employment related expenses, and 40 percent of the monies for maintenance and operation purposes. Repeals the additional transaction privilege tax rate increment of 0.6 percent imposed from July 1, 2022 through June 30, 2041 that would have been distributed for specified education purposes, and repeals statute specifying the distribution of those revenues. Sections applicable to monies collected from a new article in the state Constitution and repealing the additional TPT rate increment are conditionally enacted effective July 1, 2021 if the state Constitution is amended by a vote of the people at the 2020 general election by passage of an unspecified Senate Concurrent Resolution (blank in original). Sections modifying the distribution of monies from the additional TPT rate increment are conditionally enacted effective July 1, 2021 if the state Constitution is not amended by a vote of the people at the 2020 general election by passage of an unspecified Senate Concurrent Resolution (blank in original).

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 2/24 Senate COW approved with amend #4029 and floor amend 4439. 2/6 withdrawn from Senate appro.

**SB1060:  
SPECIAL EDUCATION; GROUP B WEIGHTS**

Monies in the Extraordinary Special Education Needs Fund are continuously appropriated, instead of subject to legislative appropriation. The Department of Education is authorized to retain up to two percent of the monies in the Fund for administration purposes. The Dept. is required to award

monies from the Fund to school districts and charter schools with eligible claims demonstrating that a student receiving special education services has incurred costs in the current year of at least the statewide per pupil funding average multiplied by three. The Dept. is required to evaluate claim requests on a quarterly basis, and a process for prioritizing funding if there are insufficient monies in the Fund is specified. The Dept. is required to annually report to the Governor and the Legislature on claims funded in the previous year. Certain group B support level weights are increased. Appropriates \$5 million from the general fund in FY2020-21 to the Fund.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 1/30 passed Senate 28-2; 3/2 passed House Education Committee

**SB1061:  
SCHOOLS; PARENTAL RIGHTS; POSTING**

The Department of Education is required to establish and post on its website a statutory handbook of parental rights that consists of the text of a list of specified statutes. Each school district and charter school in Arizona is required to prominently post on a publicly accessible portion of its website a link to the handbook.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 1/30 passed Senate 30-0; ready for House.

**SB1069:  
SCHOOLS; PROHIBITED COURSES; REPEAL**

Repeals statute prohibiting school districts or charter schools from offering classes that promote the overthrow of the U.S. government, promote resentment toward a race or class of people, are designed primarily for students of a particular ethnic group or advocate ethnic solidarity.

*First sponsor:* Sen. Quezada (D- Dist. 29)

Status: 1/13 referred to Senate educ.

**SB1082:  
SEX EDUCATION; SCHOOLS**

Numerous changes to statutes relating to "sex education" (defined) in public schools. Prohibits charter schools, in addition to school districts, from providing sex education instruction to a student unless the student's parent provides written permission. Establishes a list information that school districts and charter schools are required to provide when seeking written permission from parents for sex education. Before a school district or charter school offers sex education instruction, the school district governing board or charter school governing body is required to review and approve the sex education course of study and ensure compliance with statute. Before approval, the board must make any proposed sex education course of study available to the public for review and comment. Sex education instruction is required to emphasize sexual risk avoidance rather than sexual risk reduction, and is prohibited from normalizing sexual conduct between minors or with a minor. Authorization for schools to provide instruction to students on AIDS and HIV is limited to students in grades 7 through 12. By December 15, 2020, each school district and charter school that offers any sex education instruction is required to review its course of study and revise it to comply with this legislation.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: Filed

**SB1084:  
AVERAGE DAILY MEMBERSHIP; HOMESCHOOL STUDENTS**

For the purpose of school funding, a part time high school student who is enrolled in a single course and who is reported to the Department of Education as a homeschool student, the average daily membership may be reported as 0.25. Does not apply to students who are enrolled in Arizona online instruction or a dropout recovery program.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 1/21 Senate educ held.

**SB1120:  
SCHOOLS; SEX EDUCATION INSTRUCTION**

All school districts and charter schools are required to provide sex education instruction that is "medically accurate" and "age- appropriate" (both defined) for students in kindergarten through grade 12. Information that must be included in sex education instruction is specified. Sex education for grades 6 through 12 is required to stress the importance of using effective methods of contraception, including abstinence, to prevent unintended pregnancy and protect against sexually transmitted infections. School districts and charter schools are required to make sex education instruction materials available for parental review. A student may be excused from any part of the instruction only at the written request of the student's parent or guardian. Parents have the right to opt out of sex education, instead of the right to opt in. Statute governing parental involvement in schools and requiring school boards to adopt policies promoting parent involvement that include a list of required provisions is expanded to include charter schools.

*First sponsor:* Sen. Steele (D - Dist. 9)

Status: Filed

**SB1122:  
SCHOOL CONSOLIDATION ELECTIONS; MAJORITY VOTE**

In an election to consolidate two or more school districts, the districts are consolidated if a majority of the total votes cast approved the consolidation, instead of if a majority of the votes cast in each district approved the consolidation.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 3/5 Senate motion to reconsider third reading; 3/4 Senate failed 13-16; but Senator Allen made motion to reconsider

**SB1123:  
COMMUNITY COLLEGES; LEASE- PURCHASE AGREEMENTS; INDEBTEDNESS**

The maximum period of time a community college district board may enter into a lease-purchase agreement is increased to 20 years, from 15 years. The amount of outstanding indebtedness due to acquiring real property by lease- purchase for community college districts in counties with a population of 750,000 persons or more (Maricopa and Pima Counties) is increased to \$25 million in any one year and \$50 million in the aggregate, from \$2.5 million in any one year and \$15 million in the aggregate.

*First sponsor:* Sen. Mesnard (R - Dist. 17)

Status: 2/10 passed Senate 29-0; ready for House. 2/6 Senate COW approved.

**SB1133:  
PUBLIC WORKS; CONTRACTS; PAYMENT**

If a governmental entity directs a contractor to perform changed or additional work in accordance with a construction contract, a process is established for a contractor or subcontractor to request payment for changed or additional work completed during the preceding calendar month in monthly pay estimates, pending a final determination of the total cost to be paid for the changed or additional work. The person designated in the construction contract to certify and approve the monthly payment estimate will make an interim determination for purposes of approval for payment of those costs. Either party may disagree with an interim determination and assert a claim in accordance with the terms of the contract. In any action or arbitration brought under these circumstances, the successful party must be awarded reasonable attorney fees and costs.

*First sponsor:* Sen. Gray (R - Dist. 21)

Status: 2/24 Senate COW approved with amend #4150 and floor amend 4443. 1/16 referred to Senate gov.

**SB1146:****SCHOOLS; SEIZURE MANAGEMENT; TREATMENT PLANS**

Beginning in the 2020-2021 school year, the parent or guardian of a student who has a seizure disorder and who is enrolled in public school in Arizona is authorized to seek care for the student's seizures while the student is at school or participating in a school-sponsored activity. The parent or guardian is required to submit to the school district or charter school a copy of a seizure management and treatment plan developed by the parent or guardian and the physician responsible for the student's seizure treatment. Requirements for the plan are specified. School districts, charter schools, employees of school districts or charter schools and nurses who are under contract with a school district or charter school are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of a seizure management and treatment plan. By December 1, 2020, the State Board of Education is required to approve an online course of instruction that is provided free of charge by a nonprofit national foundation and that supports the welfare of individuals with epilepsy and seizure disorders. School nurses and school employees whose duties include regular contact with students are required to complete the online course.

*First sponsor:* Sen. Kerr (R - Dist. 13)

Status: 2/24 Senate COW approved with floor amend #4440. 2/5 from Senate educ do pass.

**SB1164:****SEVERE THREAT ORDER OF PROTECTION**

In counties with a population of 150,000 persons or more, the presiding judge of the superior court, during the hours that the courts are closed, is required to make available on a rotating basis a judge or commissioner who may issue a severe threat order of protection (STOP order) by telephone. In counties with a population of less than 150,000 persons, a superior court judge or commissioner may issue a STOP order by telephone. The judge or commissioner may issue a written or oral STOP order if a peace officer attests to having probable cause to believe that a person poses a threat of death or serious physical injury to self or others or has committed an act or attempted act of violence that resulted in or is intended to result in death or serious physical injury to self or others within the preceding 14 days. A STOP order includes an order enjoining the respondent from contacting any person or entering any premises that is the subject of a threat and that justified the order, an order requiring the respondent to be evaluated by a behavioral health professional to determine if the respondent is a danger to self or others and whether the respondent should be referred for treatment, an order prohibiting the respondent from possessing or purchasing a firearm for the duration of the STOP order and requiring the respondent to designate a responsible custodian to take possession of any firearms in the respondent's possession, and any other relief that is necessary to protect the respondent or any other person who is the subject of a threat, act or attempted act that resulted in the STOP order. A STOP order expires in 14 days or after the respondent provides the court with a notice of completion of an evaluation by a behavioral health professional, whichever is later, unless otherwise continued by the court. A STOP order must state that the respondent is entitled to a hearing on written request, and hearing procedures are established.

*First sponsor:* Sen. Brophy McGee (R - Dist. 28)

Status: 1/21 referred to Senate jud.

**SB1166: APPROPRIATION; STEM INTERNSHIPS**

Appropriates \$2 million from the general fund in FY2020-21 to the Arizona Commerce Authority for matching monies for educational stipends for high school, college and university students and for K- 12 teachers in Arizona who participate in STEM internships. The Authority is required to establish guidelines and procedures for awarding the stipends. Some stipend requirements are specified, including maximum award amounts.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 2/4 from Senate higher ed-work dev with amend #4060.

**SB1169:  
SCHOOL HEALTH PROGRAM; APPROPRIATION**

Establishes the School Health Program within the Department of Education to promote and enhance healthy and effective learning environments for all students by supporting the costs of placing school nurses and school psychologists on school campuses. School districts and charter schools may apply to participate in the Program for up to three fiscal years by submitting a program proposal to the Dept. Information that must be included in the program proposal is specified. The Dept. is required to distribute monies to the school districts and charter schools that are in compliance with Program requirements and whose program proposals have been approved by the State Board of Education. The Dept. is required to evaluate the effectiveness of approved program proposals and report on the Program to the Governor and the Legislature by November 1 of each year. The Program ends July 1, 2030. Appropriates an unspecified amount (blank in original) from the general fund in FY2020-21 to the Dept. for the Program.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 1/21 referred to Senate educ, appro.

**SB1174:  
TECH CORRECTION; STUDENT STATUS GUIDELINES**

Minor change in Title 15 (Education) related to student status guidelines. Apparent striker bus.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 1/21 referred to Senate rules.

**SB1200:  
SCHOOLS; SEXUAL ABUSE PREVENTION EDUCATION**

Beginning in the 2021-22 school year, school districts and charter schools are required to establish education and training on sexual abuse prevention for employees and students in accordance with guidelines and curricula developed by the Department of Education. Information that must be included in the education and training is specified. Each public school is required to post in a public area of the school that is readily accessible to students a sign that contains the telephone number operated by the Department of Child Safety to receive reports of child abuse or neglect.

*First sponsor:* Sen. Steele (D - Dist. 9)

Status: Filed

**SB1209:  
STUDENTS; DATA; ACCESSIBILITY; GOVERNANCE COMMISSION**

The education learning and accountability system developed by the Department of Education is required to be accessible to county school superintendents, the State Board of Education and the State Board for Charter Schools. A county school superintendent is added to the Data Governance Commission in the Dept.

*First sponsor:* Sen. Pace (R - Dist. 25)

Status: 3/5 Senate COW: do pass amended; 2/11 from Senate rules okay. 2/5 from Senate educ with amend #4080.

**SB1214:  
ADMINISTRATIVE COSTS; LIMIT; STOS**

Increases the amount that school tuition organizations are required to allocate for educational scholarships or tuition grants to 95 percent of annual revenue from contributions made for tax credit purposes, from 90 percent.

*First sponsor:* Sen. Bowie (D - Dist. 18)

Status: 1/23 referred to Senate educ.

**SB1215:  
TEACHERS ACADEMY; COUNSELORS; SOCIAL WORKERS**

Expands the Arizona Teachers Academy, which offers scholarships to students who commit to teaching in a public school in Arizona, to include students who commit to working as school social workers and school counselors in Arizona.

*First sponsor:* Sen. Bowie (D - Dist. 18)

Status: 1/23 referred to Senate higher ed-work dev.

**SB1216:  
SCHOOL COUNSELORS; GRANTS**

Beginning in the 2025-2026 school year, if sufficient monies are appropriated, each school district and charter school is required to hire at least one "school counselor" (defined) for every 550 students who are enrolled in the school district or charter school. The State Board of Education is required to issue a certificate to school counselors who satisfy the certification requirements adopted by the Board by rule. A person cannot be employed as a school counselor in a school district or charter school in Arizona after June 30, 2021 unless that person obtains a school counselor certificate from the Board. Establishes the School Counseling Plan Grant Fund to be administered by the Department of Education to provide grants to schools, school districts and charter schools to assist with the costs of a "school counseling plan" (defined). Application requirements for grants from the Fund are specified. Appropriates the following amounts from the general fund in the following fiscal years to the Fund: \$19 million in FY2020-21, \$38 million in FY2021-22, \$57 million in FY2022-23, \$76 million in FY2023- 24, and \$95 million in FY2024-25.

*First sponsor:* Sen. Bowie (D - Dist. 18)

Status: 1/23 referred to Senate educ, appro.

**SB1224:  
EMPOWERMENT SCHOLARSHIPS; QUALIFIED SCHOOLS; RESERVATIONS  
EMPOWERMENT SCHOLARSHIPS; QUALIFICATIONS; ADMINISTRATION;  
APPROPRIATIONS**

For the purpose of Arizona Empowerment Scholarship Accounts, the definition of "qualified school" is expanded to include, for qualified students who reside within the boundaries of an Indian reservation in Arizona, a nongovernmental primary or secondary school or a preschool for students with disabilities that is located in an adjacent state and that is within two miles of the boundary of that Indian reservation.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: **3/20 Governor signed**; 2/11 from Senate rules okay. 2/5 from Senate educ with amend #4081.

**SB1231:  
TECH CORRECTION; SCHOOL DISTRICT ESTABLISHMENT**

Minor change in Title 15 (Education) related to school district establishment. Apparent striker bus.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 1/23 referred to Senate rules.

**SB1232:  
TECH CORRECTION; COMMON SCHOOL DISTRICTS**

Minor change in Title 15 (Education) related to school district boundaries. Apparent striker bus.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 1/23 referred to Senate rules.

**SB1233:**  
**TECH CORRECTION; COLLEGE SAVINGS PLAN**

Minor change in Title 15 (Education) related to the college savings plan. Apparent striker bus.

*First sponsor:* Sen. Carter (R - Dist. 15)

Status: 2/4 further referred to Senate higher ed-work dev.

**SB1234:**  
**ADDITIONAL ASSISTANCE; RESTORATION**

The reductions in basic state aid and the reductions in charter additional assistance adopted in the FY2018-19 budget for FY2020-21 and FY2021-22 are eliminated.

*First sponsor:* Sen. S. Allen (R - Dist. 6)

Status: 2/13 passed Senate 30-0; 3/2 passed House Education Committee

**SB1253:**  
**SCHOOLS; STATE MOTTO**

Statute allowing teachers and school administrators to read or post the state motto "Ditat Deus" is modified to remove the meaning "God enriches" from the authorization.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate educ.

**SB1264:**  
**SCHOOLS; COMPULSORY ATTENDANCE AGE; INCREASE**

School attendance is mandatory for children if they are between 6 and 18 years of age (formerly, between 6 and 16) unless the child has obtain a high school diploma or G.E.D. or has graduated from a home school program.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate educ.

**SB1265:**  
**EMPLOYEES; SCHOOL CONFERENCES; LEAVE**

Employers are required to grant an employee school conference or activity leave of up to a total of 16 hours during any school year, not more than 4 hours of which may be taken during one day, to attend school conferences or activities related to the employee's child if a list of specified conditions applies.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate com.

**SB1266:**  
**POSTSECONDARY INSTITUTIONS; SEXUAL CONSENT POLICIES**

Each public and private college, university and community college in Arizona is required to adopt policies to define consent to sexual activity that contain specified provisions.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate higher ed-work dev, jud.

**SB1267:**  
**SCHOOLS; IMMUNIZATION RATE; WEBSITE POSTING**

Each public school, including charter schools, that maintains a website is required to post on the website the immunization rate of students who are enrolled at that school.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate educ.

**SB1269:  
SCHOOL MEALS; WATER**

By July 1, 2021, each school district and charter school is required to provide access to free, fresh drinking water during meal times in the food service areas of each school.

*First sponsor:* Sen. Mendez (D - Dist. 26)

Status: 1/23 referred to Senate educ.

**SB1444:  
SCHOOLS; EXCUSED ABSENCES; MENTAL HEALTH**

The Department of Education is required to identify an absence due to the mental or behavioral health of a pupil as an excused absence. The Department is authorized to adopt guidelines and rules for determining what constitutes an absence due to the mental or behavioral health of a pupil.

*First sponsor:* Sen. Bowie (D - Dist 18)

Status: 3/2 House educ. do pass; 1/30 referred to Senate educ.

**SB1445:  
SUICIDE PREVENTION TRAINING; SCHOOL EMPLOYEES**

Every school counselor or school social worker training program in Arizona is required to develop or adopt evidence-based instruction on suicide awareness and prevention and provide that instruction to all school counselor and school social worker candidates in the training program.

*First sponsor:* Sen. Bowie (D - Dist 18)

Status: 3/4 assigned to House rules.

**SB1448:  
SCHOOLS; REQUIRED POSTING; ABUSE HOTLINE**

School district schools and charter schools are required to post in a clearly visible location in a public area of the school that is readily accessible to students a sign that contains the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children, instructions to call 911 for emergencies, and directions for accessing the website of the Department of Child Safety for more information.

*First sponsor:* Sen. Bowie (D - Dist 18)

Status: 2/27 transmit to House.

**SB1503:  
SCHOOL EMPLOYEES; PUPILS; ELECTRONIC COMMUNICATIONS**

A school employee, a substitute teacher or a volunteer serving in the capacity of a school employee is required to use only school technology to directly engage in electronic communications with a student who is currently enrolled in the school district or charter school and is required to engage in electronic communications with such a student only for purposes regarding academic and/or extracurricular activities. Some exceptions. School district governing boards and charter school governing bodies are required to prescribe and enforce policies and procedures for school employees on using electronic communications through school technology between school employees and students who are currently enrolled in the school district or charter school, and required provisions for those policies are listed. Emergency clause.

*First sponsor:* Sen. Boyer (R - Dist. 20)

Status: 3/3 Senate passed 17-13; to House; 2/19 from Senate educ with amend #4310.

**SB1664:  
CIVIL LIABILITY; GUN FREE ZONES**

Holds a government entity liable for any damages claimed by a person who was harmed in a gun-free zone if they believe a firearm could have help defend against criminal conduct. Allows a court to award damages to a person who is harmed in a gun free zone if the following occurs: the criminal conduct is considered a terrorist attack, the person has a disability, the person is a

minority, the person is over 65 years of age. Requires a government entity that establishes a gun free zone that is open to the public and prevents a customer, vendor or employee from exercising their right to self-protection to provide a level of protection from injury. Imposes strict liability for damages against a government entity that fails to provide the required protections from injury to its attendees. Removes the existing immunity for the operator of a public establishment or sponsor of a public event that requires people to place firearms in secure storage. Clarifies that a “gun free zone” does not include a location where firearms are prohibited by federal law or a correctional facility.

*First sponsor:* Sen. Gowan (R - Dist. 14)

Status: 3/5 Senate third reading FAILED voting 13-16

**SCR1002:**

**EDUCATION; TPT; USE TAX**

The 2020 general election ballot is to carry the question of whether to amend the state Constitution to levy a separate 1 percent transaction privilege tax beginning July 1, 2021 for the purpose of raising revenues for education. The net revenues derived from the tax are appropriated as follows: 75 percent for primary and secondary classroom education purposes, 20 percent for maintaining an in-state tuition rate that is consistent with the state Constitutional requirement for tuition to be as nearly free as possible, and 5 percent for community college trade and workforce development programs.

*First sponsor:* Sen. Brophy McGee (R - Dist. 28)

Status: 1/28 Senate educ amended; report awaited.



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**    **Approval of Appointment of Administrative Personnel – High School Principal of Amphitheater High School**

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**BACKGROUND:**

Administration presents the below candidate to the Governing Board for review and approval for hire to fill the vacancy of High School Principal at Amphitheater High School for the 2020-2021 school year.

When the position of High School Principal at Amphitheater High School became vacant, the position was advertised as open and the applicants reviewed. Michael Bejarano, Roseanne Lopez, Dianna Kuhn, and Gerard Ball screened 17 files for the position of High School Principal. Five candidates were interviewed: David Humphreys, Albert (A.J.) Malis, Alberto Ranjel, Joshua Peebles, and Geoff Parks.

The interview committee consisted of: Michael Bejarano, Associate Superintendent for Secondary Education, Chair; Tassi Call, Director of 21<sup>st</sup> Century Education; Matthew Munger, Ironwood Ridge High School Principal; Julie Valenzuela, La Cima Middle School Principal; Lisa Millerd, Teacher; Eric Rossi, Teacher; Marian Johnson, Teacher; Tom Frank, Classified; and Vanessa Harding, Parent.

Based on the ratings of the school-based committee, Albert (A.J.) Malis and Geoff Parks were recommended as finalists for interviews with Superintendent Todd Jaeger; Michael Bejarano, Associate Superintendent for Secondary Education; Roseanne Lopez, Associate Superintendent for Elementary Education; Michelle Tong, Associate to the Superintendent and General Counsel; Tassi Call, Director of 21<sup>st</sup> Century Education; and Kristin McGraw, Executive Director of Student Services.

Todd Jaeger recommends **Albert (A.J.) Malis** for the position of High School Principal for Amphitheater High School for FY 2020-2021.

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**RECOMMENDATION:**

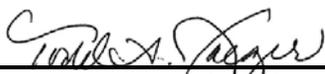
It is the recommendation of Administration that the Governing Board approve the appointment for High School Principal of Amphitheater High School as presented.

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**INITIATED BY:**

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

**Date: April 13, 2020**

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

4/14/2020

**GOVERNING BOARD MEETING  
APPOINTMENTS**

**EXHIBIT - 1**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	CERTIFIED	SCHOOL	RECOMMENDED BY	COMMENT
Malis	Albert	Principal	CT-AD	Amphi High School	HSP	5+ years	Replacement				*

\* 2020-2021 School Year  
 Addendum Former employee or new hire receiving extra-curricular position  
 New New hire filling a newly created position  
 Rehire Former employee returning to a position in the district  
 Replacement New hire filling a vacated position  
 Rescind Declined position after appointment

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

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

## Albert J. (A. J.) Malis

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### Education:

- 2011-2013 Northern Arizona University Tucson, Arizona  
M.ED. in Education Leadership with a Principal K-12 emphasis. Obtained degree with distinction in May 2013.
- 1990-1994 University of Arizona Tucson, Arizona  
BA in Education. Major in chemistry, minor in math/physics. Obtained degree in May 1994.
- 1989-1990 Arizona State University Tempe, Arizona  
Studied Business Administration.
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### Professional:

- 2015-Present Tanque Verde High School – Principal
- Administrative liaison to Governing Board and Superintendent
  - Coordinate shared decision making through serving as chair of Site Council and PLC Leadership Team as well as partnering with Parent Teacher Group and booster organizations
  - Supervise staff of over 60 staff members
  - Conduct certified and classified evaluations using district performance tools
  - Responsible for interviewing and hiring of certified and classified staff
  - Manage all site budget accounts including M&O, auxiliary, tax credit, gifts and donations, Work Based Enterprise, and student activities
  - Campus and district safety and security plan development and implementation
  - Coordinate and oversee all community outreach programs and events including Open House Night, Hawks Step-Up, and Hawks Fly-In
  - District strategic planning committees for projects such as planning for construction of a district pre-school, Capital Improvement Plan, district State testing and Special Education coordination.
  - District committee and site coordinator for the implementation and coordination of Professional Learning Communities.
  - Site lead for AdvancEd data collection and coordination accreditation team visit
  - Work with Junior High to articulate district students' transition plan
  - Plan and coordinate graduation
- 2012-2015 Ironwood Ridge High School -- Assistant Principal / Instructional Support Assistant
- Staff evaluation using district ATPES evaluation tool
  - Campus liaison with Oro Valley SROs
  - Campus safety plan coordination and implementation
  - Supervise security team and oversee campus safety protocols
  - Facilities operation and physical plant management
  - 301 data collection coordinator
  - Administrative liaison to student government
  - Student discipline including long-term and expulsion hearings
  - Advanced Placement testing coordinator for over 275 students taking 480 exams
  - Supervise technology staff and oversee campus technology needs
  - Responsible for interviewing and hiring of teachers and classified staff
  - District committees for selection of architect and construction firm for capital construction projects
  - Work with at-risk students for credit recovery
  - Work with special education students through manifestation determination hearings

- 2011-2012 Amphitheater Middle School – Instructional Support Assistant
- Staff evaluation using district ATPES evaluation tool and cognitive coaching
  - Classified staff supervision including custodial, grounds, clerical, and behavioral interventionist
  - Facilities operation and physical plant management
  - Attended state AAHA conference
  - Developed and coordinated campus wide behavioral intervention program.
  - Student discipline including long-term and expulsion hearings
- 2003-2011 Palo Verde Magnet High School – Teacher
- Taught and developed curriculum for regular, Honors, and AP<sup>®</sup> chemistry classes.
  - Managed chemical inventory, waste disposal, and MSDS documentation
  - District training and school committee member for PBIS implementation
  - Science equipment inventory and management
  - New AP<sup>®</sup> chemistry textbook adoption
- 2000-2003 University of Arizona – Assistant Volleyball Coach
- Assisted in practice and match management
  - Managed video collection and tape exchange
  - Collected real-time video and numerical statistics during practices and matches.
  - Assisted in management of program budget
  - Coordinated communication with parents, community, and alumni
  - Supervised manager staff
- 1999-2000 Salpointe Catholic High School – Teacher and Coach
- Taught regular chemistry and physics
  - Girls varsity volleyball coach
- 1995-1999 Catalina Foothills High School – Teacher and Coach
- Taught and developed curriculum for regular, Honors, and AP<sup>®</sup> chemistry classes
  - Freshman volleyball coach (1996)
- 1995-Present Zona Volleyball Club, Inc. – Founder, Coach, and CEO
- Responsible for strategic planning for non-profit sports organization
  - Technical development and supervision of 20 teams ranging from U12-U18.
  - Coordinate and supervise staff of 40 coaches
  - Oversee annual budget of \$500,000
  - Coordinate communication with Board of Directors
  - Supervise overall management of club operation

#### **Awards/Certifications/Trainings:**

- FEMA Emergency Preparedness trainings: ICS-100, ICS-200, ICS-700, G364 (Ongoing)
- Cognitive Coaching Seminars Foundation Training (2019)
- NAU/Trust Leadership Academy Attendee (2018, 2016)
- Arizona Department of Education Qualified Evaluator Academy (2017)
- Rodel Aspiring Principal cohort (2015)
- Palo Verde High School Academic Excellence Award (2008)
- UA/Circle K Outstanding High School Faculty Awards Program finalist (2007-2008)
- Leadership Scholarship Program (LSP) scholarship winner, Arizona State University (1989)

#### **Activities:**

- AdvancEd Accreditation Engagement Review team member (2018)
- Mentor Teacher (2004, 2005, 2007, 2009, 2010, 2011)
- HP Innovations in Education Grant participation (2009-2010)
- Education research study group. Pre-service teacher education program, University of Virginia (1993-1999)

#### **References:**

References available upon request



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

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**DATE OF MEETING:** April 14, 2020

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

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**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of April 6, 2020.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: April 6, 2020

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Todd A. Jaeger, J.D. Superintendent

4/14/2020

**GOVERNING BOARD MEETING  
APPOINTMENTS**

**EXHIBIT - 1**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	CERTIFIED	RECOMMENDED BY	COMMENT
Bigelow	Sandra	Teacher - Grade 2	CT-RET	Rio Vista Elementary			Rehire		Mrs. Kuhn	*
Butler	Deanna	Teacher - Spanish Language	CT-RET	Cross Middle School	CTT-MA	10 years	Replacement		Mr. Gutierrez	
Berhow	Kira	Teacher - Grade 3	CT	Holaway Elementary	CTT-BA	0 years	New		Mr. Frederiksen	*
Blake	Courtney	Teacher - Grade 2	CT	Holaway Elementary	CTT-BA	0 years	New		Mr. Frederiksen	*
Brown	Hunter	Teacher - Cross Categorical Clas	CT	Holaway Elementary	CTNT-B/	0 years	Replacement		Mr. Fredriksen	*
Feldhausen	Daniela	Teacher - Special Education Res	CT	Holaway Elementary	CTT-MA	0 years	Replacement		Mr. Frederiksen	*
Gingrich	Elisabeth	Teacher - Grade 5	CT	Innovation Academy	CTT-BA	10 years	New		Mr. McConnell	*
Luder	Kaitlin	Librarian	CT	Coronado K-8 School	CTT-MA	2 years	Replacement		Mr. Ball	*
Power	Kent	Teacher - General Science	CT	Amphi Middle School	CTT-MA	5 years	Replacement		Ms. Wichers	
Ritchey	Kendra	Teacher - Grade 5	CT	Innovation Academy	CTT-MA	2 years	Replacement		Mr. McConnell	*
Sepich	Jemma	Teacher - Grade 3	CT	Copper Creek Elementary	CTT-MA	5 years	Replacement		Mr. Laumets	*
Wood	Brooke	Teacher - Grade 2	CT	Copper Creek Elementary	CTT-BA	1 year	Replacement		Mr. Laumets	*
Atondo-Ballesteros	Perla	Bilingual Community Liaison	CL	La Cima Middle School	E	N/A	Replacement			
Moss	Aimee	Library Assistant	CL	Donaldson Elementary	F	4 years	Replacement			*
Tsao	Kathleen	School Administrative Assistant	CL	Keeling Elementary	H	5 years	Replacement			
Vandenberg	Wayne	Crossing Guard	CL	Cross Middle School	A	N/A	New			

*	2020-2021 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker



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

---

**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Personnel Changes

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of April 6, 2020.

The following job descriptions/positions have been reclassified as professional exempt as determined by the Fair Labor Standards Act (FLSA) and are being presented for approval:

Data and Assessment Coordinator (formerly Accountability and Research Assistant)  
HRIS Analyst

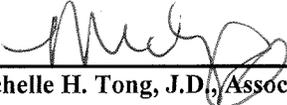
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**RECOMMENDATION:**

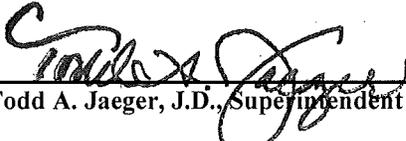
It is the recommendation of the Administration that the personnel changes be approved as presented.

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**INITIATED BY:**

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

Date: April 6, 2020

  
Todd A. Jaeger, J.D., Superintendent

## **DATA AND ASSESSMENT COORDINATOR**

### **QUALIFICATIONS:**

#### **A. REQUIRED:**

- Bachelor's degree and two (2) years of experience conducting statistical analyses in Education, Social Science, or other related work experience; and a prolonged course of intellectual study in one of the above cited disciplines
- Computer skills in areas of word processing, spreadsheets, charts/graphs
- Experience using databases and software for statistical analysis
- Equivalent combination of education/training/experience

#### **B. DESIRED**

- Master's degree preferred
- Has experience in educational or social science program evaluation and/or research
- Has strong knowledge of statistical analysis or mathematics

### **SUMMARY:**

The Accountability and Research Assistant provides coordination, training, and support for Federal, State, and District testing; and assistance with data collection, storage, and report generation in the areas of accountability and student assessment to help guide decision making and planning. Incumbent continuously models and exercises discretion, independent judgement, and decision making.

Reports to: Program Evaluation and Data Analyst

### **ESSENTIAL FUNCTIONS:**

- Determines and conducts data collection/entry in spreadsheets and databases
- Collects and maintains various summary statistics for schools and the District
- Uses SQL to query databases, SPSS to run statistics, Excel to create tables and graphs for reporting purposes; and creates and maintains various databases for long-term use
- Develops and produces electronic and printed reports for public dissemination
- Maintains documents and calendars for state mandated testing ; and assists schools to develop calendars for testing
- Attends training related to test coordination
- Determines, develops, and provides training to staff on state, federal, and district assessments such as MAP, AzM2, AIMS Science, ACT, and NAEP testing
- Monitors the ordering, shipping, and <sup>68</sup>Storage of secure testing materials

- Organizes and trains schools staff for testing
- Provides technical support for electronic testing programs (including setting up user accounts and resetting passwords) for all district, state, and national testing systems
- Combines results, data, tables, and charts together to produce reports
- Promotes and supports district wide educational advancement in 21<sup>st</sup> Century skills
- Integrates knowledge and skills that are relevant to the 21<sup>st</sup> Century
- Performs other related duties as assigned

**MENTAL AND PHYSICAL REQUIREMENTS:**

- Analytically oriented
- Well organized
- Ability to communicate orally and in writing
- Ability to communicate individually and in group settings
- Ability to prioritize and handle multiple tasks simultaneously
- Basic understanding of assessment data and research
- Ability to operate digital office equipment
- Ability to lift and organize boxes weighing as much as 35 pounds

## **HRIS ANALYST**

### **QUALIFICATIONS**

#### **A. REQUIRED**

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

#### **B. DESIRED**

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

### **SUMMARY**

Performs technical duties of moderate variety in support of Human Resources (HR) and its information systems by providing support in regards to implementation, maintenance and use. This position is also responsible for the retention and maintenance of District records and information in accordance with State statutes, regulations, and district policies.

Reports to: Manager of Human Resources

### **ESSENTIAL FUNCTIONS**

- On behalf of and in consultation with the HR Manager, supervises, and evaluates select staff members including but not limited to the Human Resources Data Technician and Clerk II (File Clerk)
- Participates in the development, implementation and expansion of the District's HRIS: human resources management system (HRMS), applicant tracking system and substitute/absence management system
- Solicits and identifies overall needs and functionality of the HRIS
- Researches and provides recommendations in regards to workflow and system enhancements
- Supports HRIS with focus on configuration, set-up, and testing
- Audits the HRIS to ensure the integrity of information by analyzing data and running queries; and audits the HR Specialists' entries into the employment database for accuracy
- Researches and resolves HRMS/HRIS concerns or problems, unexpected results or process flaws, performing scheduled activities, and recommends solutions or alternate methods to meet system and/or department requirements
- Develops and conducts HRIS related training to system users to include up to date training manuals and materials

- Writes, maintains, and supports a variety of reports or queries using appropriate reporting tools and techniques
- Facilitates and simplifies hiring tasks through automated, real-time, electronic personnel action processes
- Acts as liaison between HR, informational technology (IT) and software vendors
- Assists the HR Manager with the operation of the Human Resources function as needed
- Addresses, compiles, prepares, and processes special administrative report requests of a varied and complex nature as needed
- Submits 301 plan and Results Based Funding calculations to Payroll; and submits the School District Employer Report (SDER) to the Arizona Department of Education (ADE)
- Gathers requested employee data for special projects such as United Way, 301 participation, and Civil Rights Data Collection (CDRC)
- Attends meetings and seminars related to HRIS; and facilitates and participates on various committees as needed
- Oversees a computerized database of all applicant file information and regularly purges database and files
- Supervises and directs the review of employment applications (including transfer applications) to determine if position qualifications have been met, pre-employment testing, and all related correspondence
- Assists with employment-related activities and department initiatives, such as job fairs, as requested
- Oversees the HR file room to include the supervision and maintenance of files
- Stores, maintains, and preserves the District's electronic and physical records/files in accordance with prescribed regulations, procedures, and statutes
- Assists employees when requesting to review their employment file
- Oversees and provides copies of employment files for public record requests
- Reviews records retention schedules and governmental record-keeping requirements to determine timetables for transferring records to archives or for destroying obsolete records; and makes recommendations regarding the same
- Assists departments and sites with record retention, processing, and destruction; and provides assistance with extraction of information and report generation
- Promotes and supports district-wide educational advancement in 21<sup>st</sup> Century Skills.
- Integrates knowledge and skills that are relevant to the 21<sup>st</sup> Century
- Performs all duties with patience, courtesy and tact
- Performs related duties as assigned, which may include serving as a secondary backup to receptionist for short periods of time, as needed

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to bend at the knee to reach items on the ground
- Ability to reach as needed to plug in computer equipment
- Ability to carry computer equipment as needed

- Ability to multi-task in an office setting
- Ability to see and hear within a normal range, with or without reasonable accommodations
- Ability to prioritize and organize
- Ability to exercise judgment in accordance with established procedures
- Ability to clearly communicate, both orally and in writing
- Ability to meet deadlines under time constraints
- Ability to communicate with district personnel of all levels
- Ability to work alone and as part of a team
- Ability to perform tasks requiring manual dexterity

4/14/2020

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

**EXHIBIT - 2**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Hizny	April	Data & Assessment Coordinator	CL-PR	Wetmore Center	Reclassification	PR EX	+\$869.06	Result of employee's job audit request
Morek	Zak	HRIS Analyst	CL-PR	Wetmore Center	Reclassification	PR EX	1 Year	Result of employee's job audit request
Baez	Alfa	Secretary I	CL	Ironwood Ridge High	Added Duty			\$12.24 hour
Hillis	Teresa	Bilingual Office Assistant	CL	Wetmore Center	Added Duty	G	N/A	
Klingman	Henry	Bus Driver	CL	Transportation	Increase FTE	J	N/A	
Nintzel	Julie	Student Services Coordinator Assi	CL	Wetmore Center	Promotion	D	+\$0.48	
Sattler	Laura	Custodian I	CL	Amphi Middle School	Promotion	D	+\$0.48	
Alzner	David	ADDN - Library Department Chair	ADCT	Wetmore Center	Addendum			\$1675.00
Arthurs	Robbin	ADDN - Curriculum Development	ADCT	Wetmore Center	Added Duty			\$25.00 per hour
Arthurs	Robbin	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Added Duty			\$30.00 per hour
Balachandran	Devahi	ADDN - Amphi Academy Mentors	ADCT	Amphi Academy Online	Addendum			\$800.00
Caldwell	Theresa	Teacher - Homebound	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Carter	Beth	ADDN - Section 504	ADCT	Cross Middle School	Addendum			\$800.00
Dodds	Kathryn	Coach - Track Head MS	ADCT	La Cima Middle School	Addendum			\$1700.00
Donahue	Brian	Coach - Volleyball Head MS	ADCT	La Cima Middle School	Addendum			\$1700.00
Floyd	Scott	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum			\$1400.00
Gibson	Elizabeth	Teacher - Homebound	ADCT	Wetmore Center	Added Duty			\$30.00 per hour
Glavin	Kelsey	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Added Duty			\$30.00 per hour
Goodridge	George	Teacher - CTE	ADCT	Ironwood Ridge High	Added Duty			\$28.01 hour
Green	Rebecca	Coach - 4th Q. Interscholastic Sup	ADCT	Coronado K-8 School	Addendum			\$500.00

*	2020-2021 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Demotion	Voluntary demotion	CL	Classified
Extension	End date being extended	PR	Professional
Increase FTE	Increase in hours/contract	EL	Elementary
Promotion	Employee receiving a promotion to another position	MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration	HS	High School
Status Change	Employee changing status (i.e. short term to career)		
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

**EXHIBIT - 2**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Hayes	Jeremy	Coach - Volleyball Head MS	ADCT	Coronado K-8 School	Addendum		\$1700.00	
Herron	Candance Joy	Special Education Facilitator	ADCT	Wilson K-8 School	Added Duty		\$450.00	
Hill	Vanessa	ADDN - Certified Staff Trainer	ADCT	Rio Vista Elementary	Added Duty		\$30.00 per hour	
Hill	Vanessa	ADDN - Curriculum Development	ADCT	Rio Vista Elementary	Added Duty		\$25.00 per hour	
Kitay	Hillary	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Added Duty		\$30.00 per hour	
Landrith	David	ADDN - Amphi Academy Mentors	ADCT	Amphi Academy Online	Addendum		\$800.00	
Neier-Gordon	Tami	ADDN - Library Department Chair	ADCT	Wetmore Center	Addendum		\$1675.00	
Ousley	Wendi	ADDN - Amphi Academy Mentors	ADCT	Amphi Academy Online	Addendum		\$800.00	
Panneck	Jeffrey	Coach - 4th Q. Interscholastic Sup	ADCT	La Cima Middle School	Addendum		\$500.00	
Pellman	Amanda	Coach - Volleyball Assistant MS	ADCT	La Cima Middle School	Addendum		\$1400.00	
Retherford	Robert	Coach - 4th Q. Interscholastic Sup	ADCT	Coronado K-8 School	Addendum		\$2000.00	
Shotts	Kathleen	Teacher - Homebound	ADCT	Wetmore Center	Added Duty		\$30.00 per hour	
Sparlin	Erika	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1400.00	
Spillane	Marnie	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Added Duty		\$30.00 per hour	
Spillane	Marnie	ADDN - Curriculum Development	ADCT	Wetmore Center	Added Duty		\$25.00 per hour	
Thamarus	Karen	ADDN - Amphi Academy Mentors	ADCT	Amphi Academy Online	Addendum		\$800.00	
Todd	Cary	Coach - Baseball Head MS	ADCT	La Cima Middle School	Addendum		\$1700.00	
Vandivort	Pamela	ADDN - Classified Staff Trainer	ADCT	Wetmore Center	Added Duty		\$30.00 per hour	
Watson	David	Coach - Softball Assistant MS	ADCT	Amphi High School	Addendum		\$1000.00	
Welsh	Brian	Coach - Baseball Assistant MS	ADCT	La Cima Middle School	Addendum		\$1400.00	
Woodard	Nicholas	Coach - 4th Q. Extracurricular Acti	ADCT	La Cima Middle School	Addendum		\$2000.00	
Hernandez	Julius	Coach - Baseball Head MS	ADCL	Amphi Middle School	Addendum		\$1700.00	

*	2020-2021 School Year					ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position					CT-AD	Certified Administrative
Correction	Correction to contract					CT	Certified
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative
Demotion	Voluntary demotion					CL	Classified
Extension	End date being extended					PR	Professional
Increase FTE	Increase in hours/contract					EL	Elementary
Promotion	Employee receiving a promotion to another position					MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration					HS	High School
Status Change	Employee changing status (i.e. short term to career)						
Temporary	Employee working for a limited period of time						
Transfer	Employee moving from one position to another						

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

**EXHIBIT - 2**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Valdez	Victor	Coach - Track Assistant MS	ADCL	La Cima Middle School	Addendum		\$1400.00	

*	2020-2021 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Demotion	Voluntary demotion	CL	Classified
Extension	End date being extended	PR	Professional
Increase FTE	Increase in hours/contract	EL	Elementary
Promotion	Employee receiving a promotion to another position	MS	Middle School
Reassignment	Employee moving to another position at the direction of the administration	HS	High School
Status Change	Employee changing status (i.e. short term to career)		
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

DATE OF MEETING: April 14, 2020

TITLE: Approval of Leave(s) of Absence

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**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of April 6, 2020.

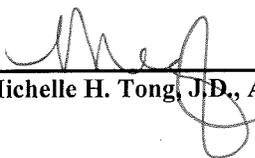
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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: April 6, 2020

  
Todd A. Jaeger, J.D., Superintendent

4/14/2020

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

**EXHIBIT - 3**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Duplain	Sandra	Teacher - English	CT	CDO High School	03/23/2020	Return date
Valdez	Martha	Food Service Attendant I	CL	La Cima Middle School	03/09/2020	Start date

\* 2020-2021 School Year  
CT-AD Certified Administrative  
CT Certified  
CL-AD Classified Administrative  
CL Classified  
PR Professional



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

---

**DATE OF MEETING:** April 14, 2020

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

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**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of April 6, 2020.

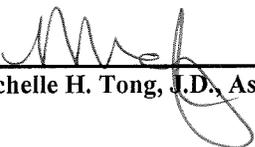
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**RECOMMENDATION:**

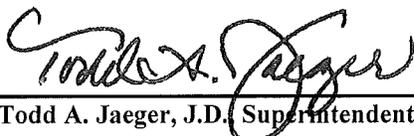
It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

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**INITIATED BY:**

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

Date: April 6, 2020

  
Todd A. Jaeger, J.D., Superintendent

4/14/2020

**GOVERNING BOARD MEETING  
SEPARATIONS**

**EXHIBIT - 4**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Schaefer	Caitlin	Curriculum & Instructional Supp	CT-PR	Wetmore Center	05/22/2020	Resignation	
Bakken	Carrie Michelle	Teacher - Art	CT	CDO High School	05/22/2020	Resignation	From this site only
Bitter	Daniel Alexander	Teacher - Band	CT	CDO High School	05/22/2020	Resignation	
Gauna	Robert Baron	Teacher - Spanish Language	CT	Cross Middle School	03/31/2020	Resignation	
Glenn	Charlotte	Teacher - REACH	CT	Coronado K-8 School	05/22/2020	Resignation	
Harriman	Victoria	Teacher - Grade 2	CT	Prince Elementary	05/22/2020	Resignation	
Hinz	Crystal	Teacher - Grade 5	CT	Copper Creek Elementary	05/22/2020	Resignation	
Murray	Patricia	Teacher - Kindergarten	CT	Holaway Elementary	05/22/2020	Retirement	
Watson	Laura Ann	Teacher - Early Childhood Educ	CT	Amphi High School	05/22/2020	Resignation	
Bracamonte	Genevieve	Custodian I	CL	Wetmore Center	03/09/2020	Resignation	
Cardenas	Mario	Coach - Baseball Assistant	MS CL	Amphi Middle School	03/23/2020	Resignation	This position only
Clausen	Candace	Bus Driver Trainee	CL	Transportation	03/31/2020	Resignation	
Dexter	Joseph	Custodian I	CL	Amphi High School	03/27/2020	Resignation	
Finley	Debra	Student Services Coordinator	AsCL	Wetmore Center	05/28/2020	Retirement	
Rothberg	Alan	Bus Driver	CL	Transportation	03/27/2020	Resignation	
Santiago	Evelyn	Bilingual Office Assistant	CL	Wetmore Center	03/13/2020	Resignation	
Torres	Cynthia	Campus Monitor	CL	Mesa Verde Elementary	03/12/2020	Resignation	
Wray	Eileen	Behavioral Intervention Monitor	CL	Painted Sky Elementary	08/27/2019	Resignation	

*	2020-2021 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional



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

---

**DATE OF MEETING:** April 14, 2020

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

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**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of April 6, 2020.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

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**INITIATED BY:**

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

Date: April 6, 2020

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Todd A. Jaeger, J.D., Superintendent

4/14/2020

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

**EXHIBIT - 5**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Campillo Jr.	Robert	Coach - Baseball Assistant HS	CDO High School	Stipend	\$2400.00
Golden	Timothy	Coach - Track Head MS	Coronado K-8 School	Stipend	\$1700.00
Goodridge	George	Coach - Equipment Technician Spring	Ironwood Ridge High	Stipend	\$1850.00
John	Macie	Coach - Volleyball Assistant MS	Amphi Middle School	Stipend	\$1400.00
Luke	Richard	Coach - Baseball Head MS	Coronado K-8 School	Stipend	\$1700.00
Pedersoli Sanchez	Virginia	Coach - Track Assistant HS	CDO High School	Stipend	\$2400.00
Pro	Christopher	Coach - Softball Assistant HS	Amphi High School	Stipend	\$2400.00
Schmuker	Ranee Tanner	ADDN - Flags Coach HS	CDO High School	Stipend	\$1000.00
Schmuker	Ranee Tanner	ADDN - Flags Coach HS	CDO High School	Stipend	\$250.00
Silvas	Gilberto Jr.	Coach - Baseball Assistant MS	Wilson K-8 School	Stipend	\$1400.00
Slaton	Stephanie	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$2400.00
Trippe	John	Coach - Baseball Head MS	Amphi Middle School	Rescind	

\* 2020-2021 School Year



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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Minutes of Previous Meeting(s)

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**BACKGROUND:**

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

March 24, 2020  
March 10, 2020  
October 22, 2019

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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**Karin Smith**  
Executive Assistant to the Superintendent & Governing Board

**Date: March 25, 2020**

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

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
March 24, 2020**

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A Special Public Meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 24, 2020, beginning at 5:30 p.m. at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ, in the Leadership & Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members Present**

Mr. Todd A. Jaeger, J.D., Superintendent – *via telephone*  
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Mr. Michael Bejarano, Associate Superintendent for Secondary Education  
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel  
Mr. Scott Little, Chief Financial Officer

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

*President Day called the meeting to order at 5:30 p.m. and invited members of the audience to sign the visitors' register.*

**PLEDGE OF ALLEGIANCE**

*President Day asked Mr. Bejarano to lead the Pledge.*

**ANNOUNCEMENT OF DATE AND PLACE OF NEXT SPECIAL GOVERNING BOARD MEETING**

President Day announced the date and time of the next Regular Governing Board Meeting will be held on Tuesday, April 14, 2020 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ in the Leadership & Professional Development Center, SE entrance and parking.

**PUBLIC COMMENT**

There were none.

**1. CONSENT AGENDA<sup>s</sup>**

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

<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000433>

President Day asked if there were any Items that should be pulled for further discussion, there were none. Mr. Kopec moved that Consent Agenda Items A. – K. be approved as presented. Dr. Baker seconded the motion. There was no discussion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed - 0. The items passed.

- A. Approval of Appointment of Non-Administrative Personnel**  
*Non-Administrative personnel were appointed as listed in Exhibit 1.*
- B. Approval of Personnel Changes**  
*Certified and classified personnel were appointed as listed in Exhibit 2.*
- C. Approval of Leave(s) of Absence**  
*Leave(s) of Absence were approved as listed in Exhibit 3.*
- D. Approval of Separation(s) and Termination(s)**  
*Separation(s) and Termination(s) were approved as listed in Exhibit 4.*
- E. Approval of Stipend for Coaching Volunteers**  
*Stipends for Coaching Volunteers were approved as listed in Exhibit 5.*
- F. Approval of Vouchers Totaling and Not Exceeding Approximately \$304,353.58**  
*A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 6.*

Voucher #	Amount	Voucher #	Amount
1246	\$ 94,950.39	1247	\$ 12,180.37
1248	\$ 77,980.97	1249	\$ 6,598.69
1250	\$ 112,643.16		

- G. Acceptance of Gifts**  
*Gifts were accepted by the Governing Board as listed in Exhibit 7.*
- H. Receipt of Monthly Status Report for the Fiscal Year 2019-2020**  
*The Governing Board approved the monthly status report as listed in Exhibit 8.*
- I. Approval of Out of State Travel**  
*The Governing Board approved out of state travel requests as listed in Exhibit 9.*
- J. Award of Contract for Maker Space Project for Various Schools Phase 2 Based Upon Responses to Request for Bid (RFB) 03-10-2020**  
*The Governing Board approved award of contract to the following vendors based on their proposal responses to RFP 03-10-2020; Grail Construction, LLC; Kapp-Con Incorporated; Kittle Design & Construction.*
- K. Approval of Intergovernmental Agreement with the City of Tucson for School Safety Grant-Funded School Resource Officer Positions at Amphitheater High School, Amphitheater Middle School and Prince Elementary**  
*The Governing Board approved the intergovernmental agreement with the City of Tucson as stated in Exhibit 10.*

## **2. ACTION**

### **A. Approval of Resolution to Direct Action of District Personnel During School Closures Related to COVID-19 Coronavirus**

*Superintendent Jaeger offered to answer questions regarding the resolution. There were none. President Day motioned to approve the resolution as presented in Exhibit 11. Mr. Kopec seconded the motion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed - 0. The item passed.*

## **3. EXECUTIVE SESSION**

*President Day asked for a motion to recess Open Meeting to hold an Executive Session. Dr. Baker moved to recess the Open Meeting to hold an Executive Session for 3.A.1., 2., 3, and 3.B. Mr. Kopec seconded the motion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed - 0. President Day proclaimed they were in Executive Session at 5:35 p.m.*

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

#### **1. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision, Pursuant to A.R.S. §15-843(A); Regarding:**

##### **a. Student # 30062909**

- 2. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the Public Body Pursuant to A.R.S. §38-431.03(A)(3) and**
- 3. Discussions or Consultations with Designated Representatives of the Public Body in Order to**

### **B. Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).**

## **RECONVENE OPEN MEETING**

*President Day reconvened Open Meeting at 6:10 p.m.*

## **PUBLIC COMMENT**

There were none.

## **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

There were none.

**ADJOURNMENT**

*President Day motion to adjourn the meeting. Mr. Kopec seconded the motion. There was no further discussion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed - 0. The meeting adjourned at 6:12 p.m.*

*Teresa Hillis*

\_\_\_\_\_  
*Minutes respectfully submitted for Governing Board Approval  
Teresa Hillis, Secretary III for Governing Board*

March 27, 2020

Date

\_\_\_\_\_  
Ms. Deanna M. Day, M.Ed., Governing Board President

April 14, 2020

Date

**Minutes of the Regular Governing Board Meeting  
Amphitheater Public Schools  
March 10, 2020**

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A regular public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 10, 2020, beginning at 5:00 p.m. at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ, in the Leadership & Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members Present**

Mr. Todd A. Jaeger, J.D., Superintendent  
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Mr. Michael Bejarano, Associate Superintendent for Secondary Education  
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel  
Mr. Scott Little, Chief Financial Officer  
Ms. Kristin McGraw, Director of Student Services  
Ms. Tassi Call, Director of 21<sup>st</sup> Century Education  
Mr. James Burns, Executive Manager of Operational Support  
Ms. Michelle Valenzuela, Director of Communications  
Dr. Shannon McKinney, Director of Curriculum and Assessment

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

*President Day called the meeting to order at 5:00 p.m. and invited members of the audience to sign the visitors' register.*

**1. EXECUTIVE SESSION**

*President Day asked for a motion to recess Open Meeting to hold an Executive Session for student disciplinary action. Vice President Cox Golder moved to recess the Open Meeting to hold an Executive Session for student discipline matters 1.A., a.- c. Ms. Zibrat seconded the motion. Voice vote in favor: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed - 0. President Day proclaimed they were in Executive Session at 5:03 p.m.*

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

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

- a. Student #30045367
- b. Student #30064470
- c. Student #30051655

2. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the Public Body Pursuant to A.R.S. §38-431.03(A)(3); and

3. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Regarding the Salaries, Salary Schedules or Compensation Paid in the Form of Fringe Benefits of Employees of The Public Body Pursuant to A.R.S. §38-431.03(A)(5).

**2. RECONVENE OF PUBLIC MEETING**

*President Day reconvened the Public Meeting at 6:15 p.m.*

**PLEDGE OF ALLEGIANCE**

Superintendent Jaeger welcomed the students from Amphitheater Middle School and invited Principal Angela Wichers to introduce the students. Ms. Wichers talked about Amphi Middle School's Dungeons and Dragons (D&D) Club and introduced three of its members; Daniel G Martinez, Jorge Mena Galaviz, and Ethan Anzak. They then led the Pledge of Allegiance.

On behalf of the Board, Dr. Baker thanked the students and presented them with a certificate of commendation. Dr. Baker asked students to introduce those family members who came with them. A group photograph was taken with the students, Ms. Wichers, the Governing Board, and the Superintendent to mark the occasion.

**ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**

President Day announced the date and time of the next Special Governing Board meeting to be held on Tuesday, March 24, 2020 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ in the Leadership & Professional Development Center, SE entrance and parking.

### 3. **RECOGNITION**

#### **A. Recognition of Canyon del Oro High School Superintendent's Student Advisory Council**

Superintendent Jaeger introduced this item by thanking all the students who participate on the Superintendent's Student Advisory Council for their valuable input and perspective. There are sixteen students on the Superintendent's Student Advisory Council. He asked Ms. Tara Bulleigh, Principal of Canyon del Oro High School (CDO), to introduce the students. Ms. Bulleigh thanked the Governing Board for this recognition and then read the names of each student on this year's Council. She noted that several students were not able to attend this Governing Board meeting due to other activities. Ms. Bulleigh then introduced the students in attendance, their accomplishments, and their goals for the future: Kaylynn Calvin, Bridget Farrell, Adrian Reyes Segarra, Aaron Enright, Kelci Hodgkinson, and Alena Islas.

On behalf of the Board, Vice President Cox Golder thanked the students and presented each with a certificate of commendation. She also invited the students to introduce who came with them. A group photograph was taken of the students, Ms. Bulleigh, the Governing Board, and Superintendent Jaeger to mark the occasion.

#### **B. Recognition of Canyon del Oro State Wrestling Runner-Up**

Superintendent Jaeger invited Ms. Bulleigh back up to introduce Canyon del Oro's State Wrestling runner-up. Ms. Bulleigh thanked the Board, and then introduced CDO's Athletic Director, Mr. Marco Dominguez who then introduced the wrestling coaches, Mr. David Sholes and Mr. Cody Comer. Mr. Dominguez asked the coaches to recognize Mylei Seigla for being an Arizona State Division II Wrestling Tournament Runner-Up in the 130-weight class. They were excited to talk about Mylei's many accomplishments including her determination and tenacity, which is where her nickname "spitfire" came from. She has an exceptional work ethic, a record of 33/1 with 33 straight wins and no points against her. They talked about her future goals and what an honor it has been to coach her.

On behalf of the Board, Mr. Kopec presented Mylei, and her coaches, with certificates, and gave them the opportunity to introduce who came with them to tonight's meeting. A group photograph was taken to mark the occasion.

#### **C. Recognition of Ironwood Ridge State Wrestling Runners-Up**

Superintendent Jaeger invited Mr. Matthew Munger to introduce and recognize Ironwood Ridge High School (IRHS) State Wrestling Runners-Up. Mr. Munger thanked the Board for the opportunity to recognize our student wrestlers. He then introduced IRHS' Athletic Director, Ms. Kristie Stevens. Ms. Stevens introduced students Tyler Rokop and Jose Beltran and their coach Joe Kline. She told of their wrestling accomplishments and congratulated them on being Arizona State Division II Wrestling Tournament Runners-Up.

On behalf of the Board, Mr. Kopec congratulated them, presented them with certificates, and gave them the opportunity to introduce who came with them to tonight's meeting. A group photograph was taken to mark the occasion.

**D. Recognition of Ironwood Ridge Girls Soccer State Championship Runners-Up**

Superintendent Jaeger noted how exciting the games must have been and appreciated seeing so many of the team athletes attending this meeting. He invited Ms. Stevens to introduce and recognize Ironwood Ridge High School (IRHS) Girls Soccer State Championship Runners-Up. Ms. Stevens introduced the students as they then came to the front of the room. She went on to tell the group of their win/lose record and then their ten game winning streak, and finally the championship game. She introduced their coaches, Mr. Sean Watkins and Mr. Devin Welch. Ms. Stevens then introduced student athlete, Allie Cherrington, who addressed the Board on behalf of the team. Allie thanked the Board for recognizing the team; she then thanked the coaches and team members for a wonderful year.

On behalf of the Board, Dr. Baker congratulated the team, presented them with certificates, and gave them the opportunity to introduce who came with them to tonight's meeting. A group photograph was taken to mark the occasion.

**E. Presentation of Distinguished Service Award**

Superintendent Jaeger explained that the Distinguished Service Awards are presented monthly throughout the school year to recognize employees' initiative, collaboration, loyalty, and contributions to the Amphitheater School District. He invited Mr. Bejarano to introduce this award.

Mr. Bejarano announced that the Distinguished Service Award recipient for the month of March for support staff is Mr. Julius Hernandez, Security/Campus Monitor at Amphitheater Middle School. A video presentation was shown honoring Mr. Hernandez.

On behalf of the Board, President Day congratulated Mr. Hernandez, (Dr. J.), and presented him with an award, a certificate, and a gift card donated by the Amphi Foundation. Mr. Hernandez thanked the Board and the District for this recognition.

Mr. Bejarano then announced that the Distinguished Service Award recipient for the month of March for certificated staff is Mr. John Willis, Special Education Facilitator at Amphitheater High School. A video presentation was shown honoring Mr. Willis.

On behalf of the Board, President Day congratulated Mr. Willis and presented him with an award, a certificate, and a gift card donated by the Amphi Foundation. Mr. Willis thanked the Board and the District for this recognition.

A group photograph was taken of both Distinguished Service Award winners, the Governing Board, and Superintendent Jaeger to mark the occasion.

**F. Recognition of Tucson Local Media Women of Influence Award**

Superintendent Jaeger felt so fortunate that not only do we give recognitions to employees for their accomplishments, but also our community recognizes the accomplishments of our staff. He asked Ms. Michelle Valenzuela to introduce this award.

Ms. Valenzuela was honored to recognize Ms. Julie Valenzuela, Principal of La Cima Middle School for being awarded the Tucson Local Media Women of Influence Award. Ms. Julie Valenzuela was nominated for her dedication to improving education for students, her growth mindset in achieving goals, and her easygoing and spirited demeanor. Ms. Julie Valenzuela inspires staff and students with her optimism and genuine care and concern for the people she encounters every day.

On behalf of the Board, President Day congratulated Ms. Julie Valenzuela and presented her with a certificate. Ms. Julie Valenzuela thanked the Board, her colleagues and her husband for their support and this recognition. A group photograph was taken to mark the occasion.

**G. Recognition of Award for Leadership in Environmental Practices**

Superintendent Jaeger was happy to hear of this award presented to Amphitheater for being leaders in environmental practices. He asked Ms. Valenzuela to introduce this award.

Ms. Valenzuela explained that Amphitheater Public School District is one of three districts in the state to win the “Green Leadership Fleet Award” presented by the U.S. Department of Energy, Valley of the Sun Clean Cities, in partnership with the Propane Education & Research Council. The award was presented to Mr. James Burns, Executive Manager of Operational Support, in recognition for the District’s decision to reduce both costs and pollution through clean, cost-efficient propane school buses. Valley of the Sun Clean Cities wants to commend the school district’s transportation department for placing a premium on student health and community well-being by operating a propane school bus fleet.

Mr. Burns brought the award with him for the Board to see. He told of the positive impact on the environment from propane buses, how it reduces the gas emission by 40%, at the same time is cost effective; \$.83 a gallon vs. \$2.31 a gallon. Mr. Burns told the Board that the buses drive over 7,000 miles a day, so roughly every quarter; they have been to the moon and back. Mr. Burns appreciated the work of Mr. Marc Lappitt, Transportation Manager since retired. Mr. Lappitt initiated this program several years ago and received the initial grant for the fueling station. Which without, propane buses would not be a viable option.

On behalf of the Board Ms. Zibrat congratulated Mr. Burns for the job he does and this recognition. A group photograph was taken to mark the occasion.

4. **PUBLIC COMMENT**<sup>1</sup>

President Day reminded the speakers of the Call to Audience procedures.

Ms. Lisa Millerd spoke of the Meet and Confer compensation season. She spoke about a December joint survey and the outcome of the survey. She would like to see the following changes to the Meet and Confer process: have a neutral facilitator to keep everyone in check and hold accountable; allow both teams to give updates to the Board; and be more transparent.

Ms. Darlene Rowe talked about five classified employees leaving Coronado K-8 School. She spoke about their reasons being insufficient pay and not feeling valued as employees. She would like to know what the plan is to keep our support staff and make them feel valued.

*President Day called for a seven-minute break.*

5. **INFORMATION**<sup>1</sup>

**A. Oro Valley Town Update**

Superintendent Jaeger commented that Amphitheater has three jurisdictions that overlap our school district. The City of Tucson, the Town of Oro Valley, and the unincorporated Pima County. He went on to say that, Amphi is very fortunate to have the Town of Oro Valley as one of the strongest partnerships a school district can have with a local jurisdiction. They are a big supporter of our programs, our students, and our schools. He introduced Councilmember Joyce Jones-Ivey from the Town of Oro Valley to give an update.

Councilmember Jones-Ivey thanked the Board and Superintendent Jaeger for inviting her to this Board meeting to give an update on the Town of Oro Valley. She talked about the Youth Advisory Council, which consists of members in grades 9-12 who have a voice in the Town's planning and decision-making process. The Youth Council serves in the community town leadership, while learning teamwork skills to become civic leaders. They host activities in our community and bridge the age gap between our youth and seniors as they help with instruction on today's technology, i.e., the iPhone and computers. The Youth Council meets on the first and third Wednesday of the month, during that time they have a "Spotlight on Youth" to highlight a teen's achievements. The teens that are highlighted are selected by the School Resource Officer (SRO) and school representatives for their success in academics, arts, community service, entrepreneurship, humanitarian efforts, and sports successes. School Resource Officers are law enforcement, teacher, and counselor to the school community.

Councilmember Jones-Ivy announced the new Oro Valley Police Chief, Kara Riley and her many accomplishments. Police Chief Riley replaced Police Chief Daniel Sharp who recently retired.

The Town is looking at community wide parks and recreations. They have hired a consultant who has set up a project website, [planyourparksov.com](http://planyourparksov.com), where residents can share ideas and get project feedback. The Town is also taking an inventory of parks, programs and amenities within Oro Valley. This

will include private (HOA) parks, schools, fitness clubs etc., so they have a comprehensive picture of what is currently available in the community. That inventory will also take into account current condition of parks, facilities, trails, and programs. This data, public comments, and asset inventory, will be used to help develop a system-wide, comprehensive Parks and Recreation Master Plan. Once the data is collected, the Town will work with Amphi to determine how they can continue to collaborate to provide facilities and programs for the community. Councilmember Jones-Ivey asked if there were any questions.

President Day thanked Councilmember Jones-Ivey and noted that Amphi appreciates the positive relationship that Amphi has with the Town of Oro Valley. She then asked how Amphi could strengthen that relationship.

Councilmember Jones-Ivey mentioned that looking at an intergovernmental agreement (IGA) where we could share some of the fields with our youth sports groups.

President Day again thanked Councilmember Jones-Ivey. There were no other questions.

## **B. Superintendent's Report**

Superintendent Jaeger updated the Board on the latest information, resources, and status related to COVID-19 (coronavirus), and the Amphitheater School District. He mentioned we have a page on our website that contains updates, frequently asked questions (FAQs), and resources for our community. He noted that updates are being sent out via email to families and employees, including social media platforms for communication and prevention measures. The District is working with health agencies to answer questions, keep current on recommendations, and cleaning practices. He told the Board that the District is reinforcing cleaning protocols. The leadership team continues to monitor developments and discuss potential issues that might arise. The District has an email hotline for questions and concerns at [answers@amphi.com](mailto:answers@amphi.com).

Other items of interest and events at the sites include: the Captain Planet Foundation visit to Innovation Academy and their Learning Garden; Coronado K-8 students participated in the Vex Robotics Tournament at Sahuaro High School in February; Amphitheater High School and Canyon del Oro High School participated in the National Hot Rod Association (NHRA) STEM Day and races at Wild Horse Pass Raceway, also in February.

Many thanks: to the businesses and organizations that took the time to participate in La Cima Middle School's Career Shadow Day on February 18; to Lisa Bayless, an Oro Valley Real Estate Agent. Ms. Bayless gave back to her community by donating \$2,100 to pay off student lunch debts at our Oro Valley schools; and to the Northwest Fire District who helped kick off Love of Reading Week in early February.

Superintendent Jaeger commented on how fortunate we are to have community members who give so much of their time, talents, and service to our schools.

### **C. Status of Bond Projects**

Superintendent Jaeger asked Mr. Burns to update the Board on our districtwide bond projects. Mr. Burns provided the Governing Board with current information on the status of the projects listed below. Exhibit 15.

The Amphitheater High School welding lab is now under construction. Asphalt repairs to the parking lot and baseball field are 80% complete.

The Canyon del Oro High School (CDO) School Facilities Board (SFB) campus-roofing project of \$2,662,679 is going well. Building E and Building JE are 90% complete; Building I is 75% complete. Also at CDO, they are in pre-construction meetings for the main switchgear modernization; the T Building fan coil replacement is being reviewed for contractor pricing; and the air conditioning replacement of three units on Building N is 85% complete, with remaining work to be completed after the roofing project is complete.

The Ironwood Ridge High School is also preparing for an SFB roofing project. Parking lot improvements and restroom repairs to be compliant with ADA requirements are underway. In June, work will begin on the track (to repair and resurface), as well as painting of the storage container under the bleachers.

Amphitheater Middle School is preparing for bids for a Maker Space for room 806b. The Public Address (PA) system improvements are in the planning stages for construction to begin in June.

The Copper Creek Elementary School Bond Project central plant chiller replacement is now 60% complete, and the chiller controls are 80% complete.

The Coronado K-8 School Bond Project Maker Space in room 8 and the lighting replacement in rooms 5-10 are 80% complete. The SFB roofing project construction will begin this month.

The Cross Middle School SFB construction on the Multipurpose Room (MPR) HVAC (Heating/Ventilation/Air Conditioning) replacement project will begin this month.

The Donaldson Elementary School Maker Space Bond Project in room F-1 is complete.

The Harelson Elementary School water lines to boiler replacement are in the design phase, and a Maker Space in room 7b is open for bids.

The Holaway Elementary School Maker Space Bond Project in room F-1 is open for bids and the west side security fence improvements are in the planning phase.

The Keeling Elementary School Bond Project for the parking lot improvements to Building G punch list will be completed over Spring Break and the roof restoration on Building D is in the pre-construction phase.

The Mesa Verde Elementary School Maker Space Bond Project electrical construction in rooms 15 and 16 are in progress.

Nash Elementary School asphalt repairs to the driving lanes and basketball court are scheduled for Spring Break.

The Painted Sky Elementary School Bond Project fire alarm replacement is in design phase. Painting is schedule to begin during Spring Break to the administration building. Materials have been order for the VFD cooling tower replacement. The SFB roof replacement project is now complete.

The Prince Elementary School Maker Space Bond Projects for rooms 19-20 are waiting on bids. The SFB Adjacent Ways bus loop is near completion.

Rio Vista Elementary School security fencing and gates Bond Project is underway.

The Wilson K-8 School fire alarm system replacement is in the design phase.

Mr. Burns offered to answer any question the Board may have. There were none.

**D. Auditor General’s Classroom Dollars Report 2019**

Superintendent Jaeger noted that the Auditor General’s report is received a year after the fiscal year has ended. He invited Mr. Little to review this report with the Board.

Mr. Little said the Dollars in the Classroom report originated from Proposition 301. As part of that legislation, the Auditor General has to report the district’s spending in each category. This year’s report came with some changes; they removed the letter grades and financial stress, and noted that a separate financial stress report will be received later in the year. Mr. Little noted that after three years of requesting them to fix the average teacher salary numbers they have finally done so. He also pointed out that our detailed report on the average teacher salary actually penalizes us and shows a lower average teacher salary than a district which specifies their compensation funding without as much detail. As noted, on Mr. Little’s attachments, the national numbers on this report are from 2017. He explained in detail the comparisons on each report and encouraged everyone to read the full report posted on our district website. See Exhibit 16, 17, and 18.

**E. Periodic Legislative Update**

Superintendent Jaeger asked Ms. Tong to give a review on what is happening in the legislature.

The attachment provided in Exhibit 19 identifies the currently proposed legislation grouped together by the general topic. Information updated/added since the Board’s February 11<sup>th</sup> review was noted in blue.

Ms. Tong reviewed the following bills:

**SB1012 – Executive Sessions; Security Plans:** Executive session expanded to include discussion or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments,

measures or systems relating to, or having an impact on, the security or safety of buildings or facilities and information technology maintained by the public body.

Records, documentation, notes, or other materials made by or provided to the representatives for these purposes are confidential and exempt from public disclosure.

Status: Passed to House – assigned to Rules.

**HB2089 – Schools; Safety; Threat Assessment Teams:** Board policy must include procedures for: assessing individuals whose behavior may pose a threat to the safety of school staff or students, intervening when necessary, and referring those individuals to community services boards or health care providers to be evaluated and treated, when appropriate.

Threat assessment team for each school: Counselor, instruction, school administration, and law enforcement.

Guidance to students and school staff on recognizing threat.

For a positive threat assessment, law enforcement may request case information relating to an individual and to conduct a check of the individual's criminal history records.

Semiannual reports to Superintendent of Public Instruction and the Arizona Counter Terrorism Information Center in the Department of Public Safety data on its activities using a form provided by the Center.

Status: Passed House – assigned to Senate Education and Rules.

**HB2108 – College Course Credit; Dual Enrollment:** For high school graduation requirements being fulfilled by a college course, the school board is required to award one Carnegie unit for each three semester hours of credit that the student earns in an appropriate college course. High school freshmen and sophomores are permitted to enroll in dual enrollment courses for college credit.

Status: Passed to Senate – assigned to Education/Work Force and Rules.

**HB2448 – Public Schools; Innovation Plans:** Public schools are authorized to submit an innovation plan to the Superintendent of Public Instruction.

The State Board of Education is required to prescribe requirements for an innovation plan, which must include specified provisions, including a description of the innovative practices the school would like to implement and a plan for implementation.

In plan, school may request an exemption from instructional hours requirements or any rules or policies that may hinder the full implementation of the plan, with some exceptions.

The Superintendent is required to transmit the innovation plan to the Board within 60 days, with a recommendation for approval or resubmission.

Status: Passed to Senate – assigned to Education and Rules.

**SB1060 – Special Education; Group B Weights:** Monies in the Extraordinary Special Education Needs Fund are continuously appropriated, instead of subject to legislative appropriation.

The Department of Education is authorized to retain up to two percent of the monies in the Fund for administration purposes.

ADE would award monies from the Fund to school districts and charter schools with eligible claims demonstrating that a student receiving special education services has incurred costs in the current year of at least the statewide per pupil funding average multiplied by three.

The department is required to evaluate claim requests on a quarterly basis, and a process for prioritizing funding if there are insufficient monies in the Fund is specified. The department is required to annually report to the Governor and the Legislature on claims funded in the previous year. Certain group B support level weights are increased. Appropriates \$5 million from the general fund in FY2020-21 to the Fund.

Status: Passed to Senate – assigned to Education and Rules.

**SB1146 – Schools; Seizure Management; Treatment Plans:** Beginning in the 2020-2021 school year, the parent or guardian of a student who has a seizure disorder and who is enrolled in public school in Arizona is authorized to seek care for the student's seizures while the student is at school or participating in a school-sponsored activity.

The parent or guardian is required to submit to the school district or charter school a copy of a seizure management and treatment plan developed by the parent or guardian and the physician responsible for the student's seizure treatment.

School districts, charter schools, employees of school districts or charter schools and nurses who are under contract with a school district or charter school are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of a seizure management and treatment plan.

By December 1, 2020, the State Board of Education is required to approve an online course of instruction that is provided free of charge by a nonprofit national foundation and that supports the welfare of individuals with epilepsy and seizure disorders. School nurses and school employees whose duties include regular contact with students are required to complete the online course.

Status: Passed to House – assigned to Education and Rules.

**SB1445 – Suicide Prevention Training; School Employees:** Every school counselor or school social worker training program in Arizona is required to develop or adopt evidence-based instruction on suicide awareness and prevention and provide that instruction to all school counselors and school social worker candidates in the training program.

Status: Passed Senate - assigned to House Rules.

**6. CONSENT AGENDA<sup>3</sup>**

*Details of Agenda Items, supporting documents, and presentations are available in the electronic BoardBook by clicking on the hyperlink below.*

<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000433>

*President Day asked if there were any Items that should be pulled for further discussion, there were none. Vice President Cox Golder moved that Consent Agenda Items A-P. be approved as presented. Mr. Kopec seconded the motion. There was no discussion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Opposed - 0. The items passed.*

**A. Approval of Appointment of Non-Administrative Personnel**

*Non-Administrative personnel were appointed as listed in Exhibit 1.*

**B. Approval of Personnel Changes**

*Certified and classified personnel were appointed as listed in Exhibit 2.*

**C. Approval of Leave(s) of Absence**

*Leave(s) of Absence were approved as listed in Exhibit 3.*

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

*Separation(s) and Termination(s) were approved as listed in Exhibit 4.*

**E. Approval of Stipend for Coaching Volunteers**

*Stipends for Coaching Volunteers were approved as listed in Exhibit 5.*

**F. Approval of Minutes of Previous Meeting(s)**

*The Governing Board approved the minutes for the February 25, 2020 Board meeting as submitted in Exhibit 6.*

**G. Approval of Vouchers Totaling and Not Exceeding Approximately**

**\$1,489,647.66**

*A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 7.*

Voucher #1221 \$178,174.59,	Voucher #1222 \$139,094.33,
Voucher #1223 \$225,723.61,	Voucher #1225 \$208,722.17,
Voucher #1226 \$116,952.35,	Voucher #1227 \$109,892.74,
Voucher #1228 \$87,658.12,	Voucher #1229 \$47,812.82,
Voucher #1230 \$10,753.16,	Voucher #1231 \$2,949.33,
Voucher #1232 \$27,988.42,	Voucher #1233 \$47,877.21,
Voucher #1234 \$241,358.65,	Voucher #1235 \$44,690.16

**H. Receipt of January 2020 Report on School Auxiliary and Club Balances**

*The Governing Board approved the January 2020 report on school auxiliary and club balances as submitted in Exhibit 8.*

**I. Acceptance of Gifts**

*Gifts were accepted by the Governing Board as listed in Exhibit 9.*

**J. First Robotics Competition Team Grant**

*The Governing Board accepted this grant awarded to Ironwood Ridge High School as listed in Exhibit 10.*

**K. Approval of Out of State Travel**

*Out of State Travel was approved as listed in Exhibit 11.*

**L. Approval of Donation of Wireless Access Points (WAPs)**

*Donation of wireless Access Points to the Tanque Verde School District was approved by the Governing Board.*

**M. Approval to Display Advanced Placement (AP) and Upper Level Mathematics Textbook Adoption Materials for 60 Days**

*The Governing Board approved 60-Day material display of Calculus for AP: A Complete Course, The Practice of Statistics UPDATED 6th Edition, and Statistics and Probability with Applications 3rd Edition.*

**N. Approval of School Facilities Board (SFB) Grant for Mesa Verde Roofing**

*The Governing Board accepted the SFB Grant Award and approved the Terms and Conditions for Mesa Verde Elementary School roofing as listed in Exhibit 12.*

**O. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Roofing**

*The Governing Board accepted the SFB Grant Award and approved the Terms and Conditions for Amphitheater High School roofing as listed in Exhibit 13.*

**P. Approval of School Facilities Board (SFB) Grant for Cross Middle School Roofing**

*The Governing Board accepted the SFB Grant Award and approved the Terms and Conditions for Cross Middle School roofing as listed in Exhibit 14.*

**7. STUDY**

**A. Study of Proposed Revisions to Governing Board Policy Developed through the Meet and Confer Process: Policy HD (Meet and Confer Procedures)**

Superintendent Jaeger explained that this Study Item describes proposed revisions to Policy HD, Meet and Confer District Policy. This Item is for discussion only, to be presented at a future Board meeting for Action. Ms. Tong will give you the proposed updates. See Exhibit 20.

Ms. Tong expounded that the Meet and Confer representatives of the Amphitheater Education Association and the District Administration have met and conferred regarding policies in accordance with the timelines set forth in Policy HD. As a result, the teams prepared the attached joint recommendation of the Meet and Confer teams for personnel policy matters. She showed a PowerPoint Presentation which included the names of each member of the Meet and Confer teams, also

included in this Agenda Item. Ms. Tong thanked the members for their time and efforts. Ms. Tong noted that the changes being brought before the Board were voted on by the Meet and Confer teams and jointly agreed upon. They are:

Employee Input:

- Before the policy portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees.
- Before the compensation portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees.
- The final meet and confer recommendations (policy and compensation) of the committees will jointly be presented to employees for evaluation and comment before presentation to the Governing Board for consideration.
- Following the joint employee feedback process, the Governing Board reserves its discretion to reconvene the committees for additional feedback, or the Governing Board may take action on the original recommendations.

A survey sent to employees on February 10, 2020 showed 96.86 % employees who responded agreed with the joint recommendations. 70 employees commented in response to the survey. Ms. Tong handed out the comments for the Board to review.

Ms. Tong offered to answer questions the Board may have, there were none.

## 8. **ACTION**

### A. **GEAR UP Grant**

Superintendent Jaeger invited Mr. Bejarano to present this Item for the Boards review and approval.

Mr. Bejarano thanked the Board for this partnership opportunity and explained GEAR UP, which stands for Gaining Early Awareness and Readiness for Undergraduate Programs, is a federally funded college-access program started in 1999, authorized under the Higher Education Opportunity Act. Arizona The Department of Education, in partnership with Northern Arizona University, awarded Amphitheater High School with a seven-year grant to assist in significantly increasing the number of students from low-income communities who graduate from high school and prepare them to enter and succeed in postsecondary education. He noted that the three primary goals of the program are:

1. Increase academic performance and preparation for postsecondary education
2. Increase the rate of high school graduation and enrollment in postsecondary education for schools
3. Increase students and family's knowledge of postsecondary education options, preparation, and finance

Mr. Bejarano explained that the grant is designed to focus on promoting equitable opportunities for all students between the middle-grades and the first year of postsecondary education; and, in collaboration with partners, identifies and works to close equity gaps. The five E's of the Equity framework are:

1. *Engage* communities, educators, students, and their families through meaningful academic relationships and experiences
2. *Empower* them with the knowledge and tools to overcome systemic inequities.
3. *Excel* in a rigorous learning environment.
4. *Elevate* expectations for high school graduation and for attending college.
5. *Enrich* the communities, schools, and families for a strong, sustainable college-going culture.

Mr. Bejarano told the Board that students are given a mentor to guide them through the process, even after they graduate, whether they attend a postsecondary education or not. Mr. Bejarano offered to answer any questions they may have, there were none.

*President Day made a motion to approve the GEAR UP Grant as presented. Mr. Kopec seconded the motion. There was no further discussion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed - 0. The motion passed to approve the grant.*

**PUBLIC COMMENT<sup>1</sup>**

There were none.

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

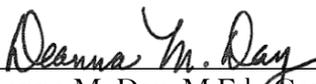
There were none.

**DJOURNMENT**

*President Day made a motion to adjourn the meeting. Ms. Vicki Cox Golder seconded the motion. There was no further discussion. Voice vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed - 0. The meeting adjourned at 8:20 p.m.*

  
\_\_\_\_\_  
Minutes respectfully submitted for Governing Board Approval  
Karin Smith, Executive Assistant to the Superintendent and Governing Board

March 27, 2020  
Date

  
\_\_\_\_\_  
Ms. Deanna M. Day, M.Ed., Governing Board President

April 14, 2020  
Date

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
October 22, 2019**

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A Special Public Meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, October 22, 2019, beginning at 5:30 p.m. in the Wetmore Center, 701 West Wetmore Road, Leadership & Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members Present**

Mr. Todd A. Jaeger, J.D., Superintendent  
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Mr. Michael Bejarano, Associate Superintendent for Secondary Education  
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel  
Mr. Scott Little, Chief Financial Officer  
Ms. Kristin McGraw, Director of Student Services  
Ms. Tassi Call, Director of 21<sup>st</sup> Century Education  
Mr. James Burns, Executive Manager of Operational Support  
Ms. Michelle Valenzuela, Director of Communications  
Dr. Shannon McKinney, Director of Curriculum and Assessment

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

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

**PLEDGE OF ALLEGIANCE**

President Cox Golder asked Dr. Baker to lead the Pledge.

**ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**

President Cox Golder announced the date and time of the next Regular Governing Board Meeting will be held on Tuesday, November 19, 2019 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ in the Leadership & Professional Development Center, SE entrance and parking.

**PUBLIC COMMENT**

There were no public comments.

1. **CONSENT AGENDA**<sup>3</sup>

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

<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000433>

*President Cox Golder asked if there were any Items that should be pulled for further discussion, there were none. Ms. Day moved that Agenda Items A. - M. be approved as presented. Vice President Zibrat seconded the motion. There was no discussion. Voice vote in favor - 5: President Cox Golder, Vice President Zibrat, Dr. Baker, Ms. Day, and Mr. Kopec. Opposed - 0. The items passed.*

**A. Approval of Appointment of Non-Administrative Personnel**

*Non-Administrative Personnel were appointed as listed in Exhibit 1.*

**B. Approval of Personnel Changes**

*Certified and classified personnel were appointed as listed in Exhibit 2.*

**C. Approval of Leave(s) of Absence**

*Leave(s) of Absence were approved as listed in Exhibit 3.*

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

*Separation(s) and Termination(s) were approved as listed in Exhibit 4.*

**E. Approval of Stipend for Coaching Volunteers**

*Stipends for Coaching Volunteers were approved as listed in Exhibit 5.*

**F. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,636,376.00**

*A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 6:*

Voucher #	Amount	Voucher #	Amount
1088	\$136,426.46	1089	\$46,747.68
1090	\$79,561.57	1091	\$88,426.20
1092	\$32,742.84	1093	\$226,079.40
1094	\$299,203.39	1095	84,840.34
1096	\$133,552.17	1097	\$92,181.58
1098	\$59,072.21	1099	\$79,476.92
1100	\$161,106.66	1101	\$116,958.58

**G. Acceptance of Gifts**

*Gifts were accepted by the Governing Board as listed in Exhibit 7.*

**H. Approval of Parent Support Organization(s) - 2019-2020**

*Coronado Wrestling Booster and Canyon del Oro Parent Organization Parent Support Organization(s) were approved by the Governing Board as presented in Exhibit 8.*

**I. Approval of Out of State Travel**

*Out of State Travel was approved as listed in Exhibit 9.*

**J. Approval of School Facilities Board FY 2019 Preventive Maintenance Program Report**

*The Governing Board approved the School Facilities FY 2019 Board Preventive Maintenance Program Report as listed in Exhibit 10.*

**K. Award of Contract for L. W. Cross Middle School MPR HVAC Replacement Based Upon Responses to Request for Bid (RFB) 10-14-2019**

*The Governing Board approved the Award of Contract to Epic One Builders, LLC for L. W. Cross Middle School MPR HVAC Replacement Based Upon Responses to Request for Bid (RFB) 10-14-2019.*

**L. Award of Contract for Ironwood Ridge High School Roof Restoration Based Upon Responses to Request for Bid (RFB) 09-27-2019**

*The Governing Board approved the Award of Contract to Progressive Services dba Progressive Roofing for Ironwood Ridge High School Roof Restoration Based Upon Responses to Request for Bid (RFB) 09-27-2019.*

**M. 301 Payout Additions and Corrections**

*The Governing Board approved 301 Payout Additions and Corrections as listed in Exhibit 11.*

**2. EXECUTIVE SESSION**

*President Cox Golder asked for a motion to recess Open Meeting to hold an Executive Session. Vice President Zibrat moved to recess the Open Meeting to hold Executive Session for Item 2. A. Mr. Kopec seconded the motion. Voice vote in favor 5: President Cox Golder, Vice President Zibrat, Dr. Baker, Ms. Day, and Mr. Kopec. Opposed - 0. President Cox Golder proclaimed they were in Executive Session at 5:35 p.m.*

**A. Executive Session Pursuant to A.R.S. §38.431.03 (A)(3) for Discussion or Consultation for Legal Advice with the Attorney of the Public Body Regarding Governing Board Policy HD (Meet and Confer Procedures).**

*President Cox Golder reconvened the meeting at 6:35 p.m.*

**3. STUDY/ACTION**

**A. Governing Board Policy HD (Meet and Confer Procedures)**

Superintendent Jaeger explained to the Board that this was the time of year where we begin the Meet and Confer (M&C) process. There are two phases; the

first to address policy; then a second later in the year to address employee compensation. He asked Ms. Tong to present information that the District M&C team and the Amphi Education Association (AEA) M&C team have agreed upon, including a joint survey that went out to all employees. AEA is the exclusive representative for all employee groups. Superintendent Jaeger told the Board that Ms. Millerd, AEA President, will also speak to the Board on behalf of AEA regarding this study item.

Ms. Tong explained the M&C process to the Board. She noted that last year it was suggested that an independent person/company come in to train the teams in the M&C process at the beginning of this year, in regards to interest-based bargaining.

During conversations with AEA team members, it was suggested to make changes to the M&C Policy. Ms. Tong explained that the Governing Board would have to make the changes that the M&C teams presented. It was recommended that a joint survey be sent to all employees to get their input to the M&C process. October 9, 2020 the teams finished writing the survey which was sent to all employees on October 10, 2020. The survey was sent to all 2016 employees to find out what they would like to see in the M&C process. 471 employees participated - questions and responses are included in Exhibit 12.

The following questions were asked. *The percent of each question and number of employees that responded to each question are included below.*

1. Please choose the option that best describes the position you hold in Amphitheater.
  - Certificated teachers – 56.38%/265
  - Certificated non-teaching employee – 3.83%/18
  - Professional non-teaching employee – 4.89%/23
  - School-based support staff/classified – 20%/94
  - Nonschool-based support staff/classified – 9.15%/43
  - Nonschool-based professional non-teaching employee – 1.28%/6
  - Administrator – 4.47%/21
2. How many years have you been employed in the District?
  - 0-3 years – 21.75%/102
  - 4-7 years – 19.83%/93
  - 8-11 years – 12.58%/59
  - 12-15 years – 13.86%/65
  - 16 or more years – 31.98%/150
3. Do you know where to find communications about Meet and Confer?
  - Yes – 44.97%/210
  - No – 55.03%/257
4. What type of communications are essential to include in the Meet and Confer process? Choose all that apply.
  - Information about the process – 64.46%/292
  - Periodic updates on M&C similar to last year – 73.73%/334
  - Input on developing employee interests for M&C – 63.36%/287
  - Input on G Series (Personnel) Policies to be discussed in M&C – 45.25%/205
  - Opportunity to provide feedback during the M&C process – 71.30%/323

- Opportunity to vote on/ratify the M&C recommendations – 67.77%/307
5. What changes would you like to see to the Meet and Confer process?
- Survey results are available for review on the Communications page of the Amphi Advantage/SharePoint site. (*Ms. Tong displayed the steps to this site on her Power Point Presentation*)
  - The top ten words used in answers to question #5 were: transparency, know, process, district, employees, teachers, needs, information, meet confer, and communication.

At this time, Ms. Tong invited AEA President Ms. Millerd to offer a few words.

Ms. Millerd noted that AEA represents all employees. She referenced the meaning of collaborate – “work jointly on an activity to specially produce or create something”. Ms. Millerd talked about the three areas of the M&C process/goals:

1. Purpose of the M&C process and where it might go;
2. Analyze the data based on the survey; and
3. What we have not asked.

For information on goal #1, Ms. Millerd said that she went back to the District’s Strategic Plan and looked at goal #2 which talks about high quality staff. This is a goal of the AEA team - to retain and take care of our staff.

Ms. Millerd opted not to go over goal #2, survey results, as Ms. Tong already has reviewed the survey. However, she did mention that transparency, communication, and input are things they have been hearing for some time.

The third goal AEA had been talking about and considering are: 1. A neutral facilitator; 2. More open process so employees know their interests are being represented in the room; and 3. Communication feedback.

Ms. Day asked Ms. Millerd how AEA communicates with all the employee groups, i.e., transportation. Ms. Millerd said that it is complicated and difficult. She said at this point, AEA has not done it very well. She mentioned sending email, going out to the sites, and site reps talking person to person. Ms. Millerd felt AEA could be much better in the future and would like to see this accomplished jointly with the District and AEA teams. She mentioned a second survey will be going out to get input on what employees would like to see in the M&C sessions, i.e.: what are your interests; what changes in working conditions would you like to see.

President Cox Golder asked if the survey would go out to all employees and not just AEA members. Ms. Millerd said that it would.

President Cox Golder asked if Ms. Millerd knew how many of the 470 employees who responded to the first survey were AEA members. Ms. Millerd said that question was not on the survey. Ms. Day asked why it was not included on the survey. Ms. Millerd said they were trying to be as neutral as possible, including that question may turn people away from continuing to complete the survey.

Dr. Baker commented that he liked the survey and the fact that it went out to all employees. He said he felt this was a great way to get information out to everyone about the M&C process.

President Cox Golder reiterated the importance of keeping employees informed during the M&C process including asking how they (the employees) feel about the direction the group is going.

Superintendent Jaeger commented that the M&C teams are interested in employee input and going forward would like to see more time available for employees to take the survey including time to calculate their answers.

Ms. Millerd mentioned that over 50% of employees that took the survey noted that they did not know where to find the information. She said she would like to see that as one of the first topics of discussion - how to get the information out to all employees and how they can participate.

President Cox Golder asked if the next survey would be sent out by AEA or the District. Superintendent Jaeger explained that the mechanics of the survey would be sent through District means, however, the questions are created jointly and responses are viewed jointly with the District and AEA teams.

Mr. Kopec noted that M&C is new to him and that he appreciates hearing the discussion of the teams. He felt it is important to keep all employees informed on what is happening, and when information is available, to give input.

#### **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

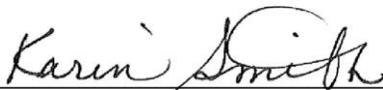
There were none.

#### **PUBLIC COMMENT**

There were no public comments.

#### **ADJOURNMENT**

*Ms. Day moved to adjourn the meeting. Vice President Zibrat seconded the motion. There was no further discussion. Voice vote in favor - 5: President Cox Golder, Vice President Zibrat, Dr. Baker, Ms. Day, and Mr. Kopec. Opposed - 0. Meeting adjourned at 7:08 p.m.*



\_\_\_\_\_  
*Minutes respectfully submitted for Governing Board Approval  
Karin Smith, Executive Assistant to the Superintendent and Governing Board*

March 31, 2020

Date

\_\_\_\_\_  
Ms. Deanna M. Day, M.Ed., Governing Board President

April 14, 202

Date



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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Vouchers Totaling and Not Exceeding Approximately \$5,580,575.53  
(Final Total)

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**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Scott Little, Chief Financial Officer

Date: April 13, 2020

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

Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Acceptance of Gifts

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**BACKGROUND:**

Donations detailed on the attached listing have been received by the District.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: March 31, 2020

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Todd A. Jaeger, J.D., Superintendent

<b>Gifts and Donations</b>		<b>Board Meeting Date: 04-14-20</b>
Ck in the amount \$134.28	Kroger	Amphi Middle School
Ck in the amount \$88.00	Westat	Canyon del Oro High School
Ck in the amount \$800.00	Steven and Lois Eleanor Postil	Canyon del Oro High School
Ck in the amount \$518.00	Fidelity Charitable	Canyon del Oro High School
Ck in the amount \$200.00	Carol A. Scotti	Coronado K-8
Ck in the amount \$197.12	Read-A-Thon	Holaway Elementary
Ck in the amount \$250.00	Copper Creek	Ironwood Ridge High School
Ck in the amount \$3,000.00	First	Ironwood Ridge High School
Ck in the amount \$400.00	Assistance League of Tucson	Keeling Elementary
Ck in the amount \$28.18	Coca-Cola Give	La Cima Middle School
Ck in the amount \$490.60	Stifel Nicolaus	Other
Ck in the amount \$200.00	Assistance League of Tucson	Prince Elementary
Ck in the amount \$200.00	BBBS of Southern Arizona	Prince Elementary
Ck in the amount \$600.00	Fidelity Charitable	Prince Elementary
Ck in the amount \$400.00	Sabino Canyon Volunteer Naturalists	Rio Vista Elementary
Ck in the amount \$1,000.00	Oregon Research Behavioral Intervention	Rio Vista Elementary
Ck in the amount \$600.00	Fidelity Charitable	Walker Elementary
Ck in the amount \$510.00	Fidelity Charitable	Wilson K-8
Ck in the amount \$200.00	Sabino Canyon Volunteer Naturalists	Wilson K-8



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

---

**DATE OF MEETING:** April 14, 2020

**TITLE:** Receipt of February 2020 Report on School Auxiliary and Club Balances

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**BACKGROUND:**

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

**RECOMMENDATION:**

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

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: March 31, 2020

---

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending February 29, 2020**

Beginning Balance	\$ 2,662,312.76
Plus Deposits	211,236.09
Less Disbursements	<u>(361,778.52)</u>
Ending Book Balance For All Schools	<u><u>\$2,511,770.33</u></u>
Outstanding Deposits	(295,806.23)
Outstanding Checks	<u>99,426.58</u>
Ending Bank Balance For All Schools	<u><u>\$2,315,390.68</u></u>

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Student Activity Accounts  
For Month Ending February 29, 2020**

Beginning Balance	\$ 671,945.32
Plus Deposits	53,959.67
Less Disbursements	<u>(57,173.91)</u>
Ending Book Balance For All Schools	<u><u>\$668,731.08</u></u>
Outstanding Deposits	\$ (22,082.76)
Outstanding Checks	<u>13,342.80</u>
Ending Bank Balance For All Schools	<u><u>\$659,991.12</u></u>

**Amphitheater Public School District #10  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 29, 2020  
For Elementary/Middle Schools**

**Amphi Middle School**

Student Gov't	\$3,176.74
AVID	\$1,212.29
Culture Exchange	\$1,146.07
MESA Club	148.06
NJHS	360.51
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	1,102.16
-Deposits in Transit/+Outstanding Checks	0.00
<b>Amphi Middle School Total</b>	<b><u>\$9,439.52</u></b>

**Copper Creek Elementary**

Student Council	\$946.14
Accelerated Reader Club	845.33
Turq. Times	32.38
-Deposits in Transit/+Outstanding Checks	638.96
<b>Copper Creek Total</b>	<b><u>\$2,462.81</u></b>

**Coronado K-8 Schools**

Elementary Student Council	\$4,738.12
Middle School Student Council	2,162.14
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	420.99
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	1,005.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	2,788.01
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	2,872.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	0.00
<b>Coronado Total</b>	<b><u>\$24,400.84</u></b>

**Cross Middle School**

Student Council	\$6,427.76
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,429.68
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	290.32
NJHS	292.00
Orchestra Club	4,503.73
PE Club	3,162.13
Star Club	1,412.93
Tri-M Club	335.31
Web Club	251.09
-Deposits in Transit/+Outstanding Checks	-160.64
<b>Cross Middle School Total</b>	<b><u>\$23,906.67</u></b>

**Amphitheater Public School District #10**  
**Student Activity Account**  
**Schedule of Club Balances**  
**For Month Ending February 29, 2020**  
**For Elementary/Middle Schools**

**Donaldson Elementary**

Student Council	\$1,436.40
-Deposits in Transit/+Outstanding Checks	0.00
<b>Donaldson Total</b>	<b>\$1,436.40</b>

**Harelson Elementary**

Student Council	\$921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	0.00
<b>Harelson Total</b>	<b>\$1,354.24</b>

**Holaway Elementary**

Student Council	\$856.24
-Deposits in Transit/+Outstanding Checks	0.00
<b>Holaway Total</b>	<b>\$856.24</b>

**Innovation Academy**

Student Council	\$1,172.07
Algebra Club	\$395.37
Entrepreneur Club	\$43.90
Odyssey of the Mind	\$2,850.75
-Deposits in Transit/+Outstanding Checks	\$0.00
<b>Innovation Academy Total</b>	<b>\$4,462.09</b>

**Keeling Elementary**

Student Council	\$930.71
-Deposits in Transit/+Outstanding Checks	0.00
<b>Keeling Total</b>	<b>\$930.71</b>

**La Cima Middle School**

Student Council	\$9,081.97
NJHS	1,108.00
-Deposits in Transit/+Outstanding Checks	0.00
<b>La Cima Total</b>	<b>\$10,189.97</b>

**Mesa Verde Elementary**

Student Council	\$3,946.90
-Deposits in Transit/+Outstanding Checks	0.00
<b>Mesa Verde Total</b>	<b>\$3,946.90</b>

**Nash Elementary**

Student Council	\$2,270.00
-Deposits in Transit/+Outstanding Checks	0.00
<b>Nash Total</b>	<b>\$2,270.00</b>

**Amphitheater Public School District #10  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 29, 2020  
For Elementary/Middle Schools**

**Painted Sky Elementary**

Student Council	\$4,075.76
Nature Shop	\$1,713.54
Orchestra	\$358.97
Band	\$184.45
Chorus	\$591.45
Milers	\$267.31
OM	\$951.79
Bagel & Books	\$42.80
Sign Language	\$87.00
Algebra	\$0.00
Yoga	\$169.00
NEHS	\$54.14
Garden Club	\$8.00
Sewing Club	\$3.05
Art Club	\$110.00
Sports Club	\$120.01
-Deposits in Transit/+Outstanding Checks	1,177.12
<b>Painted Sky Total</b>	<b>\$9,914.39</b>

**Prince Elementary**

Student Council	\$441.72
-Deposits in Transit/+Outstanding Checks	0.00
<b>Prince Total</b>	<b>\$441.72</b>

**Rio Vista Elementary**

Student Council	\$666.98
-Deposits in Transit/+Outstanding Checks	0.00
<b>Rio Vista Total</b>	<b>\$666.98</b>

**Walker**

Student Council	\$2,772.09
-Deposits in Transit/+Outstanding Checks	0.00
<b>Walker Total</b>	<b>\$2,772.09</b>

**Wilson**

Student Council	\$6,658.06
Algebra Club	473.77
Archery Club	212.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	693.39
GameMakers	210.00
MS Choir	2,660.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	969.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	3,975.54
-Deposits in Transit/+Outstanding Checks	0.00
<b>Wilson Total</b>	<b>\$24,398.04</b>

**Amphitheater Public School District #10**  
**Student Activity Account**  
**Schedule of Club Balances**  
**For Month Ending February 29, 2020**  
**For Elementary/Middle Schools**

<b>Total K-8 Club Balances</b>			<b><u><u>\$123,849.61</u></u></b>
Plus: Outstanding Checks			\$2,291.50
Less: Outstanding Deposits			-1,645.39
Less: NSF/Bk Charges			0.00
Bank Deposit Errors			<u>0.00</u>
<b>Bank Balance</b>			<b><u><u>\$124,495.72</u></u></b>
	Sweep Account	\$	124,495.72
			\$0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 29, 2020**

1001 Student Council	\$ 7,863.44	1480 Link Crew	\$ 1,432.85
1001-ICC Student Council - ICC	3,794.36	1500 AP Club	83.30
1030 Anime Club	142.77	1560 National Honor Society	75.72
1070 Band Club	179.46	1590 Odyssey of the Mind	876.16
1080 Baseball/Diamond Club	3,867.32	1600 Orchestra Club	2,366.17
1085 Boys Golf Club	0.00	1610 MESA Club	157.07
1110 Girls Basketball Club	876.78	1616 2016 Legacy Club	0.00
1113 Drama Club	823.55	1620 Mariachi Club	316.00
1115 Choir Club	3,031.43	1630 Panther Popcorn	3,143.62
1118 Art Club	881.41	1717 2017 Club	0.00
1120 AVID Club	389.16	1730 ASL Club	2,412.82
1125 AHS Chess Club-GOT	20.00	1740 The Club	97.89
1130 Mt. Bike Club	533.26	1744 Auto Skills USA Amphi Chapter	200.20
1172 Dance Club	77.43	1745 Soccer - Boys Club	112.82
1180 Boys Basketball	971.53	1750 Solar Car Club	335.63
1200 Panther Partners Club	3,237.40	1755 Girls Tennis Club	11.72
1223 Creative Writing Club	34.50	1770 Softball Club	2,127.78
1225 Early Childhood Club	135.85	1780 Spanish Club	420.04
1227 Yearbook Club	248.08	1785 AHS Spiritlines	104.95
1234 FFA Club	21,977.96	1787 Senior Class Club	104.78
1235 FFA - Fair Checks	0.00	1790 Cross Country Club	174.29
1240 Fut Comp Scientists of AHS	286.95	1800 HOSA Club	987.28
1245 French Club	2,127.53	1830 Swim Club	1,360.37
1255 Photo Club	4,161.41	1840 Boys Tennis Club	5.58
1265 Equality Club	240.00	1850 Tech Theater Club	380.68
1280 Greenhouse Club	152.49	1860 Trackers - Track/Field	363.38
1290 Wrestling	422.45	1890 Panther Squad Club	123.13
1300 Football Club	5,708.00	1900 Volleyball - Girls	3,341.44
1310 Inter Act Club	1,604.24	1905 Beach Volleyball Club	1,683.91
1350 Boys Volleyball	109.35	1919 #19ers Club	21.00
1420 Media Club	1,223.37	1950 Bookstore - Over/Under	0.00
1470 Girls Soccer	116.76		

**Amphi High School Total Clubs** \$88,058.82

Plus: Outstanding Checks	619.98
Less: Outstanding Deposits (Inc CC's)	-2,605.75
NSF Checks/Void/Stale/Account Adj	0.00
<b>Bank Balance</b>	<u><u>\$86,073.05</u></u>

Sweep Account \$ 86,073.05  
\$0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 29, 2020**

1001 Student Council	\$ 50,982.23	1400 HOSA-Health Occupation	\$ 308.58
1020 Academic Decathlon	213.66	1420 IB Club	471.08
1031 Black Excellence Student Union	64.77	1430 Key Club	-
1034 AM Art Club	200.00	1470 Lady Dorado Pride-GSOC	-
1050 Amphi All-Stars Club/Special Olympics	193.00	1480 Link Crew	1,106.53
1060 Asian American Cultural Society	18.11	1530 Model Un	78.84
1070 Band Club	-	1560 National Honor Society	707.42
1081 Be Kind CDO/Ben's Bell Club	704.87	1590 Odyssey of the Mind	8,182.16
1083 Biology Club	1,074.38	1600 Orchestra Club	2,909.55
1084 Bowling Club	1,229.84	1650 Psychology Club	28.00
1085 Boys Golf	9,372.55	1700 React	-
1110 Canyon Cagers - GBB	7,083.71	1710 Math Club	205.72
1113 Canyon Players/Drama Club	6,597.30	1740 Sign Language Club	3.67
1115 Canyon Singers	6,845.07	1743 Skills USA_Architecture	2,863.86
1116 Show Choir Club	-	1744 Skills USA Autos	3,333.61
1118 CDO Engineering Club	843.85	1745 Soccer Boys	2,327.60
1120 IB Film Club	-	1770 Softball Club	5,290.49
1130 CDO Yes Team	1,038.09	1780 Spanish Club	841.23
1140 Chemistry Club	352.64	1785 Spirit Club-Cheers/Poms	1,831.64
1150 Culinary Arts/FCCLA	3,820.66	1790 Striders-Cross Country	4,233.20
1172 Dorado Dancers	1,615.23	1800 Sports Medicine	1,274.39
1180 Dorados-Boys Basketball	2.66	1830 Swim Club	16,938.22
1200 Dream Team	3,990.13	1835 Tennis Club - Girls	2,712.39
1220 Girls Who Code Club	-	1840 Tennis Club - Boys	409.88
1224 Entrepreneurship Club	4.00	1860 Trackers-Track/Field Club	10,894.99
1225 Environmentalist Club	513.40	1865 TRI-M Club	810.00
1227 FBLA-Yearbook	1,259.39	1875 Dorado Business Club	-
1230 FCA Club	7.00	1890 Visual Arts Gallery Club	-
1234 FCCLA/Catering Club	10,957.92	1900 Volleyball-Girls	-
1235 FCCLA/Early Childhood	3,676.91	1905 Volleyball-Beach	365.00
1245 French Club	126.76	1950 Bookstore Over/Under	(14.99)
1255 Gallery Club	1,509.51		
1270 German Club	928.55		
1290 Grapplers-Wrestling	2,361.76		
1300 Green & Gold Football Club	9,123.46		
1340 Gender Sexuality Alliance	254.62		
1345 Take-A-Hike Club	133.18		
1350 Hitmen-Boys Volleyball	780.18		
		<b>CDO High School Total Clubs</b>	<b><u>\$195,992.45</u></b>
		Plus: Outstanding Checks	3,820.25
		Less: Outstanding Deposits Inc CCs	-3,897.62
		Deposit Adjustment	-
		NSF Checks/Void/Stale/Account Adj	0.00
		<b>Bank Balance</b>	<b><u>\$195,915.08</u></b>
		Sweep Account	\$195,915.08
			\$0.00

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 29, 2020**

1001 Student Council	\$ 51,468.12	1470 Girls Soccer	7,034.25
1030 Spotlight Club	-	1480 Orchestra Club	\$ 5,692.80
1035 Art Club	2,320.43	1515 Musical Club	14,981.17
1070 Band Club	1,312.14	1530 Model UN	1,870.86
1075 IRHS Cares for Kids	212.37	1560 National Honor Society	3,347.76
1080 Baseball Club	13,261.51	1590 Odyssey of the Mind	-
1085 Boys Golf	205.46	1595 Japanese Club	268.87
1090 Colors of IRHS	-	1600 Van Gogh's Ear	96.85
1100 Forensic Science Club	-	1605 Club Kindness	-
1105 Young Life	15.00	1630 Journalism Club	8,691.13
1110 Girls Basketball	4,509.21	1660 Open	-
1113 Drama	16,534.59	1700 Club Green	1,047.69
1115 Choir	3,009.02	1720 Athletic Club	11.14
1140 Chemistry Club	329.00	1740 Pencils of Promise	-
1145 Political Action Club	304.00	1745 Soccer-Boys	5,546.61
1150 Culinary Arts-FCCLA	1,548.82	1750 Robotics Club	625.40
1172 Pomline	504.39	1770 Softball Club	230.01
1180 Boys Basketball	577.98	1776 Freedom Society	-
1215 Animal Club	-	1780 Spanish Club	46.00
1227 FBLA-Yearbook/Yb club	17,812.12	1785 Spirit-Cheer Club	3,690.35
1230 FCA-Fellowship Christian Ath	-	1790 Cross Country	2,764.03
1245 French Club	1,325.40	1800 Sports Medicine	6,032.05
1255 On the ridge design	1,301.93	1810 TASK	-
1260 Gaming Club	107.95	1830 Swim Club	3,425.67
1265 Q Club	304.57	1835 Tennis - Girls	1,400.76
1275 Girls Golf	31.33	1840 Boys Tennis	2,030.03
1280 DECA Club (Hawk House)	-	1850 Tech Theater Club	653.28
1285 History Club	1,857.66	1860 Track Club	142.81
1290 Wrestling	753.12	1875 Pop till you Drop	1,205.93
1300 Football Club	32,108.84	1900 Volleyball-Girls	9,833.73
1310 IRHS Spirit Society	-	1910 So. AZ Veterans Heritage Club	1,497.91
1340 FIRE-Females Increasing Respect	-	1920 Zumba	-
1350 Boys Volleyball	8,111.11	1950 Bookstore O/S	-
1360 ILC Club	-		
1400 HOSA-Health Occ/HOSA/SMART	2,009.15		
1430 Key Club	1,250.85		
1440 Sand Volleyball	15,577.04		
1450 Mock Trial	-		
		<b>IRHS School Total Clubs</b>	<b><u>\$260,830.20</u></b>
		Plus: Outstanding Checks	6,611.07
		Less: Outstanding Deposits (Inc CC's)	-13,934.00
		NSF Checks/Void/Stale/Account Adj	0.00
		Deposit Error/Adjustments	0.00
		<b>Bank Balance</b>	<b><u>\$253,507.27</u></b>
		Sweep Account	\$253,507.27
			\$0.00



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

**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Out of State Travel

**BACKGROUND:**

**STAFF**

Brock Lange, Dev Balachandran, Theresa Caldwell, John Dotts, Morgan Gerik, Trechel Gindt, Fred Huang, Andrea Leitner, Lisa Millerd, Marley Murrell, Julie Ramsey, Jose Salcido, Lucas Smith, Ryan Thornburg, Forrest Watson, Kevin Beuthin, Amber Parker, Eric Rossi, Rob Young, and Jennifer Walker from Amphitheater High School request permission to attend the Advancement Via Individual Determination (AVID) Summer Institute in Denver, Colorado, June 29-July 2, 2020. Approximate cost of travel is \$37,202 and will be paid for by federal funds designated for staff development. No school days will be missed.

**BUDGET CODE KEY**

100-20-100-2210-6360-281-0000	Title I	Staff development, AHS, registration
100-20-100-2210-6582-281-0000	Title I	Staff development, AHS, staff travel

**RECOMMENDATION:**

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

**INITIATED BY:**

**Michael Bejarano**  
Associate Superintendent for Secondary Education

**Date: March 27, 2020**

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

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

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

EMPLOYEE(S): Lange, Brock; Balachandran, Dev; Caldwell, Theresa; Dotts, John; Gerik, Morgan; Gindt, Trechel; Huang, Fred; Leitner, Andrea; Millerd, Lisa; Murrell, Marley; Ramsey, Julie; Salcido, Jose; Smith, Lucas; Thornburg, Ryan; Watson, Forrest; Beuthin, Kevin; Parker, Amber; Rossi, Eric; Young, Rob; Walker, Jennifer SCHOOL: AHS

Department (opt.): AVID

DATE(S): 06/29/20 thru 07/02/20

ACTIVITY/EVENT: AVID Summer Institute

LOCATION: Denver, CO

ABSENCE: # Days 4 Sub Required:  Yes  No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
		(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$17,000.00</u>	<u>100.20.100.2210.6360.281.0000</u>
Transportation	<u>\$7,362.05</u> Mode <u>airplane</u>	<u>100.20.100.2210.6582.281.0000</u>
Rental Car	<u>0.00</u>	<u>NA</u>
Meals	<u>\$4,340.00</u>	<u>100.20.100.2210.6582.281.0000</u>
Lodging	<u>NTE \$8,500.00</u>	<u>100.20.100.2210.6582.281.0000</u>
Substitutes	<u>0.00</u>	<u>NA</u>
TOTAL	<u>\$37,202.05</u>	

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

Purpose of travel: AVID (Advancement Via Individual Determination) training for our AVID Site Team and supporting instructors to develop the implementation of the program at our site.

Outcomes and academic benefits to students and staff: Training for teachers, counselors, and administrators to bring a deeper understanding and implementation of the AVID program to students at AHS; best practices and program mission/vision.

Submitted by: B Lange 03/17/20  
Signature Date

Y Staff 122 3/17/20

Principal/Supervisor

*Michael Bryan*

Associate Superintendent/Superintendent

Date

*3/30/2020*

Date

rev. 9/21/05



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

---

**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Supplemental Texts and Materials

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**BACKGROUND:**

Attached is a list of new supplemental texts and materials. This list is provided to the Board in November and in April.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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**Michael Bejarano**  
Associate Superintendent for Secondary Education

**Date: March 25, 2020**

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





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

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**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of New Course for the 2020-2021 School Year

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**BACKGROUND:**

Each year we bring requests for new courses to the Board. Below you will find a new course for the 2020-2021 school year and a brief description of the course.

**Amphitheater High School** would like to offer a Student Success and Career Planning class (STU 100) to serve students in grade 10 who have a desire to pursue Dual Enrollment courses during their Junior and Senior years. The course qualifies for Dual Enrollment credit with Pima Community College and allows students to explore career possibilities related to their college and career plans. It will also contain lessons on Social Emotional Learning, with assignments designed to teach mindfulness, resilience, and self-advocacy.

The Student Success and Career Planning class is designed to be a support course, aligned with academically rigorous Dual Enrollment courses. Research shows that students who complete SEL programs have a high school graduation rate 6% higher than their peers who do not complete a SEL program.

A textbook may be required for this course, determined by Pima Community College. Additional readings would be provided digitally via Google Classroom.

The class will be offered at Amphitheater High School at the beginning of the 2020-2021 school year and will be evaluated at the end of the 2020-2021 school year.

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**RECOMMENDATION:**

The administration recommends that the Governing Board approve the course listed above.

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**INITIATED BY:**

**Michael Bejarano**  
Associate Superintendent for Secondary Education

**Date: March 24, 2020**

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



**4. Resources needed – List specific texts, technology, materials, equipment needed.**

**5. Evaluation – How will you judge the program’s effectiveness?**

**6. Timeline for implementation – What steps need to be taken? Is this a proposed pilot? When will the evaluation be complete?**

**7. Process – How were decisions made in this process? Who was included?**

**Teacher’s signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approval: Principal’s signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approval: Chief Academic Officer’s signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approval: Superintendent’s signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Note: Must be submitted for Governing Board approval according to timelines established by School Operations for registration purposes)**



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

---

**DATE OF MEETING:** April 14, 2020

**TITLE:** Approval of Revisions to Governing Board Policy HD (Meet and Confer Procedures)

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**BACKGROUND:**

On March 10, the Governing Board reviewed proposed revisions to Policy HD (Meet and Confer Procedures). As the Board directed no further revisions, these revised documents are now presented for the Board's approval.

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**RECOMMENDATION:**

The Administration recommends that the Board approve the attached policy document.

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**INITIATED BY:**

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

**Date: April 3, 2020**

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

## HD MEET - AND - CONFER PROCEDURES

This policy is established to provide methods of meeting and conferring on staff policies, salaries, and fringe benefits by establishing facilitators/coordinators and committees with specific assignments in representing the interests of the Governing Board and administration and the interests of the Amphitheater Education Association (the "Association") and individual employees or groups of employees.

### ***Functions:***

- The functions of the facilitators and committees will be to reach a consensus for the purposes of making recommendations to the Superintendent concerning 1) existing policies, 2) changes to existing policies, 3) the creation of new policies, and 4) determination of compensation packages. The Superintendent shall then present such recommendations to the Governing Board for its consideration.
- The facilitators and committees will publish their completed work, as approved by the Governing Board, on the District and Amphitheater Education Association websites.

### **Meet-and-Confer Committees/Program of Work:**

- The District's meet and confer process shall utilize an "interest-based bargaining" ("IBB") process.
- Two committees of six (6) to eight (8) people will be established to work on personnel policy matters - one committee responsible for professional staff policy recommendations and one committee responsible for support staff policy recommendations. These two committees will each consist of three (3) or four (4) members selected by the Superintendent or the Superintendent's designee and representing the administration ("the District Team") and three (3) or four (4) members selected by the Association representing the Association and district employees ("the AEA Team").
- The Administration and the Association will agree upon two (2) facilitators/coordinators for each committee - one (1) from among each of their respective teams forming each committee. It will be the responsibility of the facilitators/coordinators to provide the direction and leadership for the committee.
- The Administration and the Association team will agree upon a facilitator/coordinator. It will be the responsibility of the facilitators/coordinators to provide the direction and leadership for the committee.

- The professional staff policy committee shall be responsible to meet and confer and make recommendations regarding the District's personnel policies pertaining to professional staff. The support staff policy committee shall be responsible to meet and confer and make recommendations regarding the District's personnel policies pertaining to support staff. The initial meeting of the committees shall be held jointly to establish their respective and joint bodies of work. Upon agreement of the committees, they may jointly meet and confer on policy matters affecting either employee group. The committees shall jointly meet and confer regarding District personnel policies affecting all district employees and regarding compensation package recommendations.
- Each committee shall establish and prepare a specific written program of work at the beginning of the annual meet-and-confer process. Items may be added or deleted from the program of work after it has been established, with approval by committee members. The written program of work shall be submitted to the Superintendent and the executive board of the Association upon completion.
- The committees' programs of work may include regulations which were Governing Board policies prior to the Arizona School Boards Association (ASBA) formatting and policy system implementation in 1997.
- Except as limited below, items that the Governing Board, the District administration, and the Association team wish to be considered for implementation in a subsequent fiscal year must be submitted to the facilitators/coordinators.
- It is the goal of the Governing Board that changes to the personnel policies, salaries, or fringe benefits go through the meet-and-confer process. Exceptions to this goal may be as follows:
  - As required by Arizona law, the Governing Board reserves the right to make changes to its policies when necessary.
  - Requests for exceptions to policy from school management councils need not go through the meet-and-confer process.
  - Minor changes to personnel policies may also be made by agreement between the Superintendent or the Superintendent's designee and the Association President with Governing Board approval.
  - Approval of policy changes made in accordance with these exceptions shall not be subject to the concurrence of the committees; however, committee members shall be informed by the Superintendent or the Superintendent's designee of such changes as soon as practicable. Specific changes and the exception applied will be identified for committee members.

***Time lines:***

- To the extent possible, the policy committees will hold their first (1st) meetings by mid-October and shall conclude their work by the end of January.
- To the extent possible, the combined salary committees will begin their joint compensation package work in mid-January and conclude their work by the end of March.
- Final loop-outs will be held no later than two (2) weeks prior to the committees ending date.

***Training:***

- Facilitators/coordinators, as well as all committee members, will be trained in the meet-and-confer process at District expense. This training will take place prior to assuming committee tasks.

***Committee support:***

- The Administrative facilitators will arrange for clerical support for the work of each committee. Clerical support required by the individual Association and Administrative teams shall be handled by each team.

***Employee Input:***

- Before the policy portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees.
- Before the compensation portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees.
- The final meet and confer recommendations (policy and compensation) of the committees will jointly be presented to employees for evaluation and comment before presentation to the Governing Board for consideration.
- Following the joint employee feedback process, the Governing Board reserves its discretion to reconvene the committees for additional feedback, or the Governing Board may take action on the original recommendations.

***Communication:***

- The committees will post periodic briefings to keep constituents informed about the general matters discussed throughout the meet-and-confer process.

***Mediation and/or arbitration:***

- Mediation may be utilized to help the committee resolve disputes. If mediation is unsuccessful, an arbitrator may be selected. The recommendations of the committee and/or the arbitrators are not binding on the Governing Board or the Association.

***Legal rights:***

- The rights and privileges extended herein to the association are also available to individual employees or groups of employees.

Adopted: June 7, 2016 (date to be revised upon Board approval)



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Amphitheater High School**

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**BACKGROUND:**

On March 13, 2020 the District submitted a School Facilities Board (SFB) Grant request to assess the condition and determine repairs needed at Amphitheater High School. This grant was requested after cracks in concrete slabs and brick masonry walls of 300 Wing Building were discovered. Additional cracks in metal stud/drywall partition walls were also visible. Cracks indicate building settlement issues and potential structural failures.

The District requested funding to complete a structural assessment to determine cause of failures and recommend repairs to stabilize building, prevent further cracking in slabs/walls and prevent structural failure.

The SFB has approved this grant request during the regularly scheduled SFB meeting of April 1, 2020 in the amount of \$9,910.00.

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

Grant number: 100210281-1029-041BRG

Grant Amount: \$9,910.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number 100210281-1029-041BRG in the amount of \$9,910.00 for the assessment and analysis of the structural issues and to plan for a future design and repair of this issue at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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**Jim Burns, Executive Manager, Operational Support**

**Date: April 2, 2020**

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

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016,  
December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020

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

School District: Amphitheater Unified District

School: Amphitheater High School

Project Number: 100210281-1029-041BRG

Project Description: Structural assessment - 2020

### **1. PURPOSE OF TERMS AND CONDITIONS**

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### **2. TERM OF TERMS AND CONDITIONS**

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### **2.1 ABANDONMENT OF THE PROJECT**

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

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

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### **3.4 LOCAL FUNDS**

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

### **3.5 SCOPE OF WORK**

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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

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

## **4. REPORTING REQUIREMENTS**

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

### **4.1 PUBLIC RECORD**

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

## 4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

## 5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

## 6. AUDIT OF RECORDS

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

## 7. AVAILABILITY OF FUNDS

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

## 8. RESOLUTION OF DISPUTES

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

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

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

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

## **13. ENTIRE AGREEMENT**

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

## **14. APPLICABLE LAW**

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

## **15. THIRD PARTY ANTITRUST VIOLATIONS**

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

## **16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

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

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

### **19.4 INSPECTION**

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

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

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

## **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

\_\_\_\_\_  
Governing Board President (signature) 4/12/2020  
\_\_\_\_\_  
Date

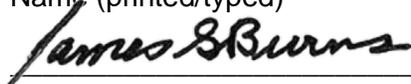
Deanna M. Day, M.Ed.  
Name (printed/typed) Amphitheater Unified  
School District

\_\_\_\_\_  
Superintendent (signature) 4/2/2020  
\_\_\_\_\_  
Date

Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature) 4/2/2020  
\_\_\_\_\_  
Date

Scott Little  
Name (printed/typed)

  
Facilities Director (signature) 4/2/2020  
\_\_\_\_\_  
Date

James S. Burns  
Name (printed/typed)

Project number: 100210281-1029-041BRG



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

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**DATE OF MEETING:**        **April 14, 2020**

**TITLE:**        **Approval of Contract Forms for 2020-2021 Fiscal Year and Direction to Administration to Issue Appropriate Contracts to Renewing Contracted Staff**

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**BACKGROUND:**

Amphitheater Public Schools typically issues employment contracts to returning certificated, professional and administrative personnel in April. Employees have stated their preference to have contracts issued after the meet and confer process completes and the Governing Board has approved an employee compensation package for the next fiscal year. This way, employees have a firm understanding of the salary amount to be provided through the contract when they accept the contract.

Unfortunately, that goal was not attainable during the past two years due to the lateness of the state legislature in approving a state budget in 2018 and in 2019. Recognizing this as a possibility in 2018, in the midst of the Red for Ed movement, the Board approved a contract form on March 26, 2018, for certificated, professional and administrative staff that includes a contingency provision in it. This contingency provision confirms a mutual intent that the contracted employee receive the benefit of the fiscal year compensation package subsequently approved by the Governing Board.

On January 15, 2019, the Board reaffirmed using that same form of contract for certificated, professional and administrative staff, which was beneficial since the state legislature again waited until the end of May to approve the state budget that year. The Board also approved adding that same contingency language to the Certificated ASRS Retiree Returning to Work Teacher’s Contract that day. Neighboring school districts have likewise added similar contingency provisions to their employment contracts.

Notably, the proposed employment contracts also contain other contingency provisions of which the Board should be aware. For example, the employment contracts include language to address the possibility of a legislative budget cut for the following fiscal year. The contract links any contract term changes to legislative reductions and limits pay reductions, however remote, to no more than four percent (4%). In addition, the contracts include a contingency provision that permits a potential increase in compensation under each contract if the Arizona legislature or federal government provides designated funding increases that may be used to increase staff compensation. Finally, the teacher employment contract also contains a contingency provision related to the State’s payment of Prop 301 Classroom Site Funds. The District’s employment contracts have included these provisions for several years now without the need having ever arisen to exercise them.

This year, we have the benefit of having Arizona having already finalized its state budget. In addition, the meet and confer teams reached consensus on April 6, 2020, for a joint recommendation for a FY 2020-2021 compensation package. Their “Joint Recommendation of the Meet and Confer Teams for Compensation Matters” is being presented to the Governing Board for consideration at this same meeting.

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**RECOMMENDATION:**

Administration recommends that the Governing Board approve using the same forms of contract previously approved, with applicable dates changed as needed for FY 2020-2021, for all certificated, ASRS Retiree Return to Work teachers, professional and administrative staff. Administration further recommends that the Board direct that the appropriate form of contract, together with any compensation package approved for Fiscal Year 2020-2021, be issued to renewing members of certificated, ASRS Retiree Returning to Work Teachers, professional, and administrative staff for Fiscal Year 2020-2021.

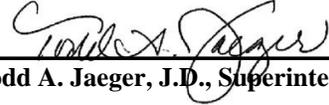
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**INITIATED BY:**

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

**Date: April 7, 2020**



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

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

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

1. District agrees to employ Teacher for fiscal year 2020-2021 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2020-2021 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

Teacher's immediate dismissal in accordance with Arizona law.

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

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

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

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

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

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Teacher

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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

1. District agrees to employ Teacher for fiscal year 2020-2021 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of \_\_\_\_\_ together with any salary increase approved for Teacher as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2020-2021 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

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

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Teacher

**The Governing Board:**

(table of signatures of Governing Board to be inserted)

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

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

1. District agrees to employ Teacher for fiscal year 2020-2021 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of \_\_\_\_\_ together with any salary increase approved for Teacher as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2020-2021 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

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

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

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

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statutes §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2020-2021 school year only. Teacher is hereby notified that Teacher's employment is for the 2020-2021 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2020-2021 school year without any further notice or action on either party's part.

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

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

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

**14. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources**

**Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

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**Teacher**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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

1. District agrees to employ Teacher for fiscal year 2020-2021 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of \_\_\_\_\_ together with any salary increase approved for Teacher as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2020-2021 school year. Teacher understands that the District has used Teacher's current salary, or if new to the District, the approved teacher starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Teacher

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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

1. District agrees to employ Professional for fiscal year 2020-2021 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of \_\_\_\_\_ together with any salary increase approved for Professional as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2020-2021 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Professional

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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

1. District agrees to employ Professional for fiscal year 2020-2021 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of \_\_\_\_\_ together with any salary increase approved for Professional as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2020-2021 school year. Professional understands that the District has used Professional's current salary, or if new to the District, the approved professional starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
**Professional**

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ADMINISTRATOR'S CONTRACT**  
**(Twelve Month)**

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

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in

connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

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Administrator

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

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

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

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed

in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator’s supervisor. Failure to do so shall result in Administrator’s immediate dismissal in accordance with Arizona law.

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

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

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

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Administrator

**The Governing Board:**

(table of signatures of Governing Board to be inserted)

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

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

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed

in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator’s supervisor. Failure to do so shall result in Administrator’s immediate dismissal in accordance with Arizona law.

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

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

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

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Administrator

**The Governing Board:**

**(table of signatures of Governing Board to be inserted)**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ADMINISTRATIVE EXEMPT CONTRACT**  
**(Twelve Month)**

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

1. District agrees to employ Administrator for fiscal year 2020-2021 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of \_\_\_\_\_ together with any salary increase approved for Administrator as part of the 2020-2021 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2020-2021 school year. Administrator understands that the District has used Administrator's current salary, or if new to the District, the approved administrator starting salary for the 2019-2020 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2020-2021 employment compensation package. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2020-2021 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2020-2021 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

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

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

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2020-2021 fiscal year is less or becomes less than that authorized at the beginning of the 2020-2021 fiscal year; b) the District fails to receive, during the 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 c) the District does not receive federal or state funds that, as of May 30, 2020, the District anticipates receiving for use in the 2020-2021 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 14<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
Administrator

**The Governing Board:**

(table of signatures of Governing Board to be inserted)



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

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**DATE OF MEETING:**        **April 14, 2020**

**TITLE:**            **Grading Plan for Students K-12 During School Closure**

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**BACKGROUND:**

The statewide closure of schools for the entire 4<sup>th</sup> quarter of the 2019-2020 school year due to the COVID-19 pandemic was unprecedented and unexpected. Instead of returning from the Amphitheater Spring Break to the resumption of classes, district educators and students had to learn and shift to a completely different way to interact with one another so that learning could continue. Amphitheater teachers and staff are diligently working to provide our students with meaningful instruction during this unusual time. Of course, we must acknowledge that this new and temporary approach to the continuation of educational programs and services is far from “normal”. Teachers, staff, students and parents also are having to adapt to make the best of our new reality.

All students unique, individual learners, and their personal circumstances vary. As a consequence, we have had to vary and individualize the current instructional practices and methodologies that we are currently employing to address the unique needs and circumstances of our students. We have many students working entirely off-line, many on-line, and some who we have not heard from since the last day of the third quarter despite multiple efforts to contact their homes. In each respect, we are striving to ensure that our teachers and other educators have the support they need to provide students with meaningful learning opportunities which will enable each student to be successful.

One support our teachers have requested and clearly need is guidance and direction regarding the grading and assessment of student work and achievement during the fourth quarter of this school year. Over the course of the last two weeks, principals have obtained input and recommendations from instructional staff regarding the current instructional models and methodologies being utilized and the implications which these practices have with respect to assessment and grading. Principals, in turn, met with the Associate Superintendents of Elementary and Secondary Education to develop draft proposals for grading practices, which were then juried again with a sampling of teachers for additional input. While consideration was given to a broad survey of all teachers for final input on the recommendations which follow below, principals advised that our already burdened teachers would be further burdened by a requirement to participate in a survey, particularly given the fact that teacher input was obtained at the start of the development process.

Apart from the obvious differences between our “normal” functioning and that of our current reality and the implications of the same for grading practices generally, there are also distinct differences between elementary and secondary levels in terms of grading and reporting -- beginning with the needs of our early learners and ending with those graduating in May. As a result, the recommendations which follow below for this quarter and semester remainder differ between the two levels.

**Recommendation for Elementary Education Grading and Reporting for Academic Quarter 4 of 2020:**

- Feedback to students should be provided from teachers throughout the quarter, in whatever ways that are feasible, as work is submitted and/or on-line progress is made.
- No letter grades will be given for any subject in Grades Four and Five. This is a departure from our existing practice, where students in Grades Four and Five normally receive both standards-based and letter grades. The variances in student learning conditions (access to technology, etc.) make fair and consistent letter grading very difficult at this time.
- For students who were able to work on-line, a report on their accomplishments with the on-line curriculum will be provided to the parent with the 4<sup>th</sup> quarter report card.



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

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- The report card for fourth quarter will largely be in narrative format. The report card will include a general statement regarding the current situation:
  - *Schools were closed by the Governor for the 4<sup>th</sup> Quarter of 2020 due to a COVID-19 pandemic. Report cards for this quarter contain limited student progress information due to this crisis.*
- A brief teacher narrative will be written for each student.
- Teachers can choose to assign a standards-based grade to a particular standard on the report card if they believe they have enough data from either student on-line or off-line learning to support their decision. Grade levels at a particular school will decide as a team whether or not to include a standards-based grade. Assigning a standards-based grade is not required for this quarter.
- The standards based elementary report card form will be used. Teachers will enter their narrative, and any standards grades, in Tyler SIS.
- Art, music and physical education teachers will not be providing grades this quarter. They are providing activities and assignments for learning at home.

**Recommendation for Secondary Education Grading and Reporting for Academic Quarter 4/Spring Semester of 2020:**

- 3<sup>rd</sup> quarter grades will be used as a baseline for the remainder of the Spring Semester with the focus for secondary students being to maintain or improve from that baseline through their 4<sup>th</sup> quarter work.
- If a student does not complete work and/or participate in assigned activities, they *may* see their grade go down from the baseline.
- Students should email their teachers regarding any missing work from 3<sup>rd</sup> quarter that *might* still be accepted for grade improvement.

As also described above, we must understand that students and families may have unique circumstances that impact the ability of students to participate in online learning or other methodologies, and we will work with those students and families on an individual basis to address the implications of the same. We are all committed to helping students complete the year successfully.

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**RECOMMENDATION:**

The Administration recommends that the Governing Board approve the implementation of grading practices described above.

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**INITIATED BY:**

   
Dr. Roseanne López, Associate Superintendent for Elementary Education  
Mike Bejarano, Associate Superintendent for Secondary Education

Date: April 10, 2020

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:**        **April 14, 2020**

**TITLE:**            **Study of REACH Scope and Sequence 2020**

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**BACKGROUND:**

ARS 15-779 requires each school district in the State of Arizona to update their gifted education Scope and Sequence every five years. The REACH Program Scope and Sequence was last approved by the Governing Board in November of 2015. Since that date, changes and improvements have been made to our services for gifted students in Amphitheater. It is time to review the updated Scope and Sequence and prepare to submit the new document to the Arizona Department of Education by July 1, 2020.

ARS 15-779 defines gifted education and a gifted pupil as follows:

“Gifted education” means appropriate academic course offerings and services that are required to provide an educational program that is an integral part of the regular school day and that is commensurate with the academic abilities and potential of a gifted pupil.

“Gifted pupil” means a child who is of lawful school age, who due to superior intellect or advanced learning ability, or both, is not afforded an opportunity for otherwise attainable progress and development in regular classroom instruction and who needs appropriate gifted education services, to achieve at levels commensurate with the child’s intellect and ability.

Further the statute states, “The governing board of each school district shall develop a scope and sequence for the identification process of and curriculum modifications for gifted pupils to ensure that gifted pupils receive gifted education commensurate with their academic abilities and potentials. Programs and services for gifted pupils shall be provided as an integrated, differentiated learning experience during the regular school day.”

Dr. Lopez will make a brief presentation providing an overview of the REACH Scope and Sequence highlighting changes from the previous version.

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**RECOMMENDATION:**

This item is presented to the Governing Board for study and possible action.

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**INITIATED BY:**

**Dr. Roseanne López,**  
Associate Superintendent for Elementary Education

**Date: April 10, 2020**

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



# Amphitheater School District #10 Gifted Scope and Sequence 2020



Our <b>Program Design</b>		
QUESTION	Indicators	District description
<p><b>What is your district's definition of a gifted student and gifted education?</b></p>	<ul style="list-style-type: none"> <li>• Multiple criteria, non-verbal, verbal and quantitative</li> <li>• 97<sup>th</sup> percentile on state approved tests or services for students with borderline scores</li> <li>• Read the state definition and incorporate it into your local district</li> </ul>	<p>Gifted students are those with high intellectual ability as identified by scoring at the 97<sup>th</sup> percentile or above on one or more state-approved tests in one or more areas (verbal, quantitative, nonverbal). Students who score at the 94<sup>th</sup> to 96<sup>th</sup> percentile are placed provisionally for one-year and evaluated at the end of that year to determine appropriate placement. English Language Learners and at-risk students who do not meet the 97<sup>th</sup> percentile are evaluated using a Multiple Criteria Checklist (see Identification).</p> <p>Gifted education means appropriate academic course offerings and services that are required to provide an educational program that is commensurate with the academic abilities and potential of a gifted pupil.</p>
<p><b>Describe the Philosophy and Goals for your gifted program.</b></p>	<ul style="list-style-type: none"> <li>• Incorporates a K-8 or K-12 continuity of services</li> <li>• Modify instruction/curriculum to meet student needs</li> <li>• Describes differentiation in process, content and product</li> <li>• "Gifted students are gifted all day, not just for a small segment of that day"</li> <li>• Goal: start with where the student is academically and accelerate the pace of instruction</li> <li>• Goal: train as many teachers as possible about the unique needs of gifted students</li> <li>• Goal: develop a program that represents the diversity of the school and district</li> </ul>	<p><b>District goals for all gifted students:</b> Amphitheater will provide the least restrictive environment for each gifted student through:</p> <ul style="list-style-type: none"> <li>• Opportunities to work with peers and mentors on areas of passion</li> <li>• Avenues to differentiated instruction that encourage advanced learning (complex content, processes, and products)</li> <li>• Environments that nurture gifted self-actualization including understanding the nature of giftedness both affectively and intellectually</li> </ul> <p><b>District program goals:</b> Gifted students will demonstrate academic and intellectual growth of one year every school year through a combination of acceleration and extensions to the standard curriculum.</p> <p>Gifted students will consistently show growth in their social/emotional</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<p>development through targeted instruction and curriculum addressing the needs of gifted learners.</p> <p>Gifted students will develop creative and critical thinking skills commensurate with their cognitive developmental level.</p> <p>Gifted students will become effective in the use of problem solving models to address complex problems.</p> <p>Gifted specialists will provide support and collaborative planning for any classroom teacher.</p> <p>Gifted specialists will provide individualized support to parents and students.</p> <p>The gifted program will offer training opportunities in the areas of the unique needs of gifted students for all staff members (administrators, teachers, counselors, and support staff).</p> <p>Participation in the gifted program will reflect district diversity.</p>
<p><b>How do you group and deliver services to your K-2 students?</b></p>	<ul style="list-style-type: none"> <li>• Self-contained, cluster, pull out or differentiated instruction within the regular classroom</li> <li>• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills</li> </ul>	<p>Kindergarten students are teacher referred for a weekly kindergarten enrichment program.</p> <p>Grades 1-2 gifted students receive services in cluster classrooms and a weekly pull-out program. The pull-out program focuses on improving thinking skills, creativity, problem solving, and social-emotional development. Cluster classroom teachers are expected to collaborate with the gifted specialist to differentiate specific classroom content, process, and product in content areas based on Arizona State Standards.</p>
<p><b>How do you group and deliver services to your 3-5* students?</b></p> <p><b>*6<sup>th</sup>-graders are served in middle school</b></p>	<ul style="list-style-type: none"> <li>• Self-contained, cluster, pull out or differentiated instruction within the regular classroom</li> <li>• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning,</li> </ul>	<p>Gifted students in grades 3-5 receive services in cluster classrooms and a weekly pull-out program. Pull-out program services focus on developing thinking skills, creative problem solving, and social-emotional development.</p> <p>Cluster classroom teachers are expected to collaborate with the gifted specialist to differentiate specific classroom content, process, and product in content areas</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



	<p>projects, activities that focus on higher order thinking skills</p>	<p>based on Arizona State Standards.</p>
<p><b>How do you group and deliver services to your 6-8 students?</b></p>	<ul style="list-style-type: none"> <li>• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills</li> <li>• Content driven, accelerated learning, honors classes, flexible grouping</li> </ul>	<p>Gifted students in grades 6-8 are offered advanced classes (specific classes may vary from site to site), are placed in math classes according to their math achievement and teacher recommendation, and have opportunities for academic challenges/competitions.</p> <p>Gifted students are enrolled in a Humanities class in place of standard level social studies class. Humanities provides a differentiated curriculum using gifted instructional strategies aligned with NAGC standards. Instruction is provided by a gifted specialist.</p>
<p><b>How do you group and deliver services to your 9-12 students?</b></p>	<ul style="list-style-type: none"> <li>• Specific instructional strategies tailored to the needs of the gifted learner, open ended questioning, projects, activities that focus on higher order thinking skills</li> <li>• Content driven, accelerated learning, honors classes, AP/IB classes, flexible grouping and/or scheduling</li> </ul>	<p>Gifted students in grades 9-12 are offered accelerated math, honors, pre-AP, and AP classes in all content areas. One high school also offers an IB Diploma and Certificate programme. Another high school offers the Cambridge program.</p> <p>A gifted specialist at each high school provides:</p> <ul style="list-style-type: none"> <li>• Gifted workshops and seminars through a push-in to 9<sup>th</sup> and 10<sup>th</sup> grade Pre-AP English classrooms.</li> <li>• An 11<sup>th</sup>/12<sup>th</sup> grade REACH (gifted)/Honors Seminar and Honors Capstone classes developed especially for gifted learners with academic/career planning, self-awareness, portfolio, and community involvement components.</li> <li>• Advocacy on an individualized basis to address the specific needs and challenges of gifted high school students including asynchronous development, study skills, high school/college planning, and time management.</li> </ul>
<p><b>Describe how you integrate your program standards with the Arizona State Standards at each grade level.</b></p>	<ul style="list-style-type: none"> <li>• Use a curriculum mapping approach</li> <li>• Testing for competency before teaching content</li> <li>• Use Vertical alignment strategies</li> </ul>	<p>The program addresses the Arizona State Standards through alignment and acceleration of content, process, and product.</p> <ul style="list-style-type: none"> <li>• In elementary school teachers extend content beyond the standards through pull-out enrichment and collaboration with Cluster Classroom teachers. Students can progress in skills development through self-paced learning options in reading and math.</li> <li>• In middle school the social studies standards are extended and enriched through a Humanities course that allows for greater depth of understanding</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<p>to interconnectedness of all human endeavor.</p> <ul style="list-style-type: none"> <li>In high school students have options for advanced content based upon Arizona State Standards and the national and international standards established by AP, IB and Cambridge programs.</li> </ul> <p>Instruction for gifted students, whether by gifted specialists or classroom teachers, focus on Arizona State Academic Standards and are measured by our district-wide assessment and state-mandated tests.</p> <p>Our district uses the Danielson Framework for Teaching as the teacher evaluation System. The framework specifies the following teacher expectations which lead to appropriate instruction of gifted students:</p> <ul style="list-style-type: none"> <li>Domain1:Planning and Preparation             <ul style="list-style-type: none"> <li>1b. Student’s special needs</li> <li>1c. Suitability for diverse students</li> <li>1f. Criteria and standards</li> </ul> </li> <li>Domain2:Classroom Environment             <ul style="list-style-type: none"> <li>2b. Establishing a culture for learning</li> </ul> </li> <li>Domain3:Instruction             <ul style="list-style-type: none"> <li>3b. quality of questions/prompts</li> </ul> </li> <li>Domain4:Professional Responsibilities             <ul style="list-style-type: none"> <li>4b. Student progress in learning</li> </ul> </li> </ul>
<p><b>How do you involve parents in your program?</b></p>	<ul style="list-style-type: none"> <li>Periodic orientation/communication meetings</li> <li>Provide information about summer programs like Johns Hopkins, ASU and U of A.</li> <li>Newsletters, parent support groups</li> </ul>	<p>The REACH Program for gifted students:</p> <ul style="list-style-type: none"> <li>participates in the Southern Arizona Regional Parent Teacher Institutes that occur once each fall and spring.</li> <li>provides district-wide community-forums so that parents to learn about giftedness and the needs of gifted students.</li> <li>maintains a website that links parents to information on gifted children.</li> </ul> <p>Gifted specialists at each site:</p> <ul style="list-style-type: none"> <li>send emails and targeted gifted newsletters to parents of identified students; as well as post information in school newsletters about events such as the AAGT conference.</li> <li>encourage parents to become involved as coaches and supporters for</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		programs that benefit gifted students such as Future Problem Solving, Odyssey of the Mind, Science Fair, and Academic Decathlon.
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# Amphitheater School District #10 Gifted Scope and Sequence 2020



<b>Curriculum and Instruction</b>		
<b>Question</b>	<b>Indicators</b>	<b>District description</b>
<p><b>How do you differentiate instruction (pace and pedagogy) to K-2 students? Please list several sample activities to illustrate your description.</b></p>	<ul style="list-style-type: none"> <li>• Training for teachers in flexible instructional groups</li> <li>• Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc.</li> <li>• Establish a rubric for the pedagogy to be appropriately applied for this level</li> </ul>	<p>Amphitheater Public Schools supports data-driven instruction and differentiation for all students.</p> <p>Our gifted education department offers training for district teachers on characteristics of gifted, identification, and problem solving. Our department also sponsors attendance at local training available through the Pima County Superintendent’s Office regarding meeting the needs of gifted students in the regular classroom, as well as professional development offered at the Arizona Association for Gifted and Talented Conference.</p> <p>Gifted specialists provide training and support at their schools on differentiation including creative and critical thinking strategies, questioning and high-level thinking.</p> <p>Specific examples of differentiated instruction for K-2 gifted students include—math exemplars, literature circles, and facilitating project-based learning. This also includes supporting teachers and supplying materials for flexible grouping.</p> <p>All children in kindergarten and first grade engage in a blended learning approach using Waterford Early Learning software daily. For gifted students, this software allows them to accelerate and enrich their learning using a personalized approach.</p>
<p><b>How do you differentiate instruction (pace and pedagogy) to 3-5* students? Please list several sample activities to illustrate your description.</b></p>	<ul style="list-style-type: none"> <li>• Training for teachers in flexible instructional groups</li> <li>• Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc.</li> <li>• Establish a rubric for the pedagogy to be appropriately applied for this</li> </ul>	<p>Amphitheater Public Schools supports data-driven instruction and differentiation for all students.</p> <p>Our gifted education department offers training for district teachers on characteristics of gifted, identification, and problem solving. Our department also sponsors attendance at local training available through the Pima County Superintendent’s Office regarding meeting the needs of gifted students in the regular classroom, as well as professional development offered at the Arizona</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



	<p style="text-align: center;">level</p>	<p>Association for Gifted and Talented Conference.</p> <p>Gifted specialists provide training and support at their schools on differentiation including questioning and high-level thinking.</p> <p>Specific examples of differentiated instruction for grades 3-5 gifted students include—math exemplars, literature circles, and facilitating project-based learning. This also includes supporting teachers and supplying materials for flexible grouping.</p> <p>Gifted specialist provide opportunities for single subject acceleration in both reading and math. The gifted specialist also facilitates whole grade acceleration using the Iowa Acceleration Scale.</p> <p>All elementary schools have clubs that include academic challenges such as: Math Madness, Odyssey of the Mind, Future Problem Solving, and competitive chess.</p>
<p><b>How do you differentiate instruction (pace and pedagogy) to 6-8 students? Please list several sample activities to illustrate your description.</b></p>	<ul style="list-style-type: none"> <li>• Training for teachers in flexible instructional groups</li> <li>• Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc.</li> <li>• Develop an honors curriculum for gifted students Establish a rubric for the pedagogy to be appropriately applied for this level</li> <li>• Use real world connections, simulations, Mock Trial, etc.</li> </ul>	<p>Amphitheater Public Schools supports data-driven instruction and differentiation for all students.</p> <p>Our gifted education department offers training for district teachers on characteristics of gifted, identification, creative and critical thinking and problem solving. Our department also sponsors attendance at local training available through the Pima County Department of Education regarding meeting the needs of gifted students in the regular classroom, as well as professional development offered at the Arizona Association for Gifted and Talented Conference.</p> <p>Specific examples of differentiated instruction for grades 6-8 gifted students include:  <u>Provided by the gifted specialist</u>            Humanities for Gifted uses advanced high school and college level text, higher-level discussions, historically gifted mentor exemplars and complex tasks and products to support deeper understanding of societal motivation, the arts and</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<p>sciences within historical contexts.</p> <p><u>Provided by the middle school and supported by the gifted specialist</u> Acceleration in math offering Algebra I and Geometry for high school credit, advanced language arts, advanced science and STEM classes, and academic challenges such as Odyssey of the Mind, Math Counts and Academic Pentathlon. Middle schools offer leadership and service learning opportunities such as National Junior Honor Society.</p>
<p><b>How do you differentiate instruction (pace and pedagogy) to 9-12 students? Please list several sample activities to illustrate your description.</b></p>	<ul style="list-style-type: none"> <li>• Training for teachers in flexible instructional groups</li> <li>• Provide for acceleration through extended literature, novels, math word problems, graph interpretation etc.</li> <li>• Provide AP/IB coursework for student Establish a rubric for the pedagogy to be appropriately applied for this level s</li> </ul>	<p>As stated above, our district supports data-driven instruction and differentiation for all students. Amphitheater Public Schools supports data-driven instruction and differentiation for all students.</p> <p>Our gifted department offers training for district teachers on characteristics of gifted, identification, creative and critical thinking and problem solving. Gifted specialists provide training and support at their schools on needs of gifted students including specific training on underachievement.</p> <p>Our department also sponsors attendance at local training available through the Pima County Department of Education regarding meeting the needs of gifted students in the regular classroom, as well as professional development offered at the Arizona Association for Gifted and Talented Conference.</p> <p>Specific examples of differentiated instruction for high school gifted students include: <u>Provided directly by the gifted specialist at each high school:</u></p> <ul style="list-style-type: none"> <li>• Seminars and workshops delivered through Pre-AP English classes in 9<sup>th</sup> and 10<sup>th</sup> grades. The topics of these push-in presentations address stress management, perfectionism, planning for academic and career goals, test taking strategies, and resume development.</li> <li>• Honors Seminar course (grades 11 or 12) – College and career research, advanced internship, community leadership and entrepreneurial opportunities, resume and interview skills development. Ethics in careers.</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<ul style="list-style-type: none"> <li>• Honors Capstone course (grade 12) –Continued internship, community leadership and entrepreneurial options. College applications and essays, scholarships, career connections and mentorships, planning for college, creating a capstone project of personal significance.</li> <li>• Individualized interventions and extensions to the standard program <u>Provided by the high school and supported by the gifted specialist:</u> <ul style="list-style-type: none"> <li>• Honors, pre-AP, and AP coursework at all our high schools. One high school offers Cambridge Learning. A second high school offers an International Baccalaureate Diploma and Certificate Programme. Students may also participate in dual enrollment courses through Pima Community College. All high schools also have on-line learning options that allow gifted students more flexible learning options and schedules.</li> </ul> </li> </ul>
<p><b>What curricular materials do you use for grades K-2? Be specific.</b></p>		<ul style="list-style-type: none"> <li>• Junior Great Books</li> <li>• Math Exemplars</li> <li>• Odyssey of the Mind</li> <li>• InterAct Simulations</li> <li>• William and Mary Units</li> </ul>
<p><b>What curricular materials do you use for grades 3-5? Be specific.</b></p>		<ul style="list-style-type: none"> <li>• Junior Great Books</li> <li>• Math Exemplars</li> <li>• Odyssey of the Mind</li> <li>• Future Problem Solving</li> <li>• InterAct Simulations</li> <li>• William and Mary Units</li> </ul>
<p><b>What curricular materials do you use for grades 6-8? Be specific.</b></p>		<ul style="list-style-type: none"> <li>• Teaching Tolerance Units</li> <li>• We the People Curriculum</li> <li>• iCivics Curriculum</li> <li>• CNN10 (student news)</li> <li>• Perfection Learning Anthology of Primary Sources</li> <li>• Math Counts</li> <li>• Odyssey of the Mind</li> <li>• Common Lit – Leveled readings</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<ul style="list-style-type: none"><li>• Dr. Shelagh A. Gallagher Problem Based Learning Units</li><li>• Historical Documentaries</li><li>• Academic Pentathlon</li></ul>
<b>What curricular materials do you use for grades 9-12? Be specific.</b>		<ul style="list-style-type: none"><li>• Advanced Placement Content</li><li>• International Baccalaureate Content</li><li>• Cambridge</li><li>• Academic Decathlon</li><li>• Odyssey of the Mind Materials</li><li>• Gregorc Inventory of Learning Style</li><li>• Cheating Culture Book by Callahan</li><li>• Success for Teens Materials</li><li>• Ikigiai Books</li></ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



## Identification

Question	Indicators	District description
<p><b>Describe how your referral process for identification involves parents and staff.</b></p>	<ul style="list-style-type: none"> <li>• Recommendations from parents/staff</li> <li>• Review of records and answers on transfer forms</li> <li>• Announcements/newsletters to parents</li> <li>• Referrals from counselors, administrators or support staff</li> <li>• In-service training for all staff and parents</li> <li>• Program description provided to all stakeholders</li> </ul>	<p>Gifted specialists provide information on gifted identification at school open house nights, faculty meetings, school newsletters, and district- and school-based websites.</p> <p>Referrals for gifted identification are solicited from parents, all staff members, peers, and students themselves.</p> <p>Gifted specialists also review achievement data to identify possible candidates for testing.</p> <p>Gifted specialists work with school registrars so that all gifted students are identified and coded on the district database, whether those students are newly identified in our district, moving within our district, or transferring from another district.</p> <p>In addition, our department implements screening using the Ravens Progressive Matrices in every second-grade classroom across the district.</p>
<p><b>Describe your process for the identification of K-12 gifted students, including how your process addresses the variety of student environmental backgrounds.</b></p>	<ul style="list-style-type: none"> <li>• Use a matrix for underrepresented students including at risk, ELL and equity compared to school population</li> <li>• AzM2 Scores</li> <li>• Use of non verbal tests</li> <li>• Multiple measures</li> <li>• Personal interviews</li> <li>• Performance in honors/AP/IB classes</li> <li>• Service 97%, but what about 96,95, 94 and others</li> </ul>	<p>All students referred and eligible for testing are tested using state-approved measures for verbal, quantitative, and nonverbal reasoning.</p> <p>Students who are English Language Learners or at-risk are evaluated on a Multiple Criteria Checklist.</p> <p>District-wide second grade screening occurs 1<sup>st</sup> semester.</p> <p>Gifted specialists review Waterford Assessment of Core Skills (WACS) scores to identify early readers in K -1 and refer for testing.</p> <p>The K-1 enrichment program is designed to identify possible candidates for testing</p> <p>Students who have participated in gifted programs and are new to our district are:</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<ul style="list-style-type: none"> <li>• Placed immediately if they meet state gifted identification criteria (97percentile and above).</li> <li>• Placed provisionally on a one-year basis in our program and that placement goes through a review process that may include additional testing.</li> </ul> <p>Twice-exceptional students who are identified by the school psychologist or special education resource teacher are placed in our program if their scores also indicate a need for gifted services.</p>
<p><b>Please list all the testing instruments and data points you use for gifted student identification and explain why you chose these instruments.</b></p>	<ul style="list-style-type: none"> <li>• CogAT, Raven, Naglieri</li> <li>• Students grades</li> <li>• Gifted Characteristics Checklists</li> <li>• Student, teacher, parent input</li> <li>• State approved testing list</li> <li>• Standardized Testing results</li> </ul>	<p>Identification instruments include:</p> <ul style="list-style-type: none"> <li>• K-1: OLSAT and NNAT</li> <li>• 2-12: CogAT</li> <li>• 10-12: PSAT</li> <li>• Multiple Criteria Checklist               <ul style="list-style-type: none"> <li>○ For English Language Learners, at-risk and students with CogAT and OLSAT scores in the 90<sup>th</sup> – 93<sup>rd</sup> percentile</li> <li>○ May include— Ravens Progressive Matrices, rapid language acquisition, ability test and achievement data, and recognition of student status as English Language Learner (ELL) or having an at-risk condition.</li> </ul> </li> </ul>
<p><b>How do you inform parents and staff of your referral and identification process?</b></p>	<ul style="list-style-type: none"> <li>• Formal letters to parents</li> <li>• Parent informational meetings, conferences</li> <li>• School newsletters/website</li> </ul>	<p>Formal letters are sent to parents requesting permission to test. Testing dates are published in school newsletters, email bulletins, district and school websites, and in school offices. Gifted specialists publicize testing at site-based parent meetings and at parent/teacher conferences as appropriate.</p>
<p><b>Once eligibility is determined, how do you inform parents of the decision and then handle an appeal of that decision?</b></p>	<ul style="list-style-type: none"> <li>• Formal letters</li> <li>• Focus on data</li> <li>• Parent meetings</li> <li>• Meeting with teacher. Principal and Gifted Director</li> </ul>	<p>Parents are sent a formal letter with test scores within 10 weeks after testing. Gifted specialists are available for parent conferences as requested. If a parent appeals, the gifted department co-chairs conference with the parent. Possible outcomes are sharing additional information on giftedness and identification, further testing, and a suggestion of outside testing.</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



<b>Social and Emotional Development</b>		
<b>Question</b>	<b>Indicators</b>	<b>District description</b>
<p><b>How do you provide for the unique affective needs of your gifted students K-5?</b></p>	<ul style="list-style-type: none"> <li>• Grade level seminars to train teachers</li> <li>• Coordination of affective activities</li> <li>• Experiential learning approach</li> <li>• Provide common learning seminars for gifted students by grade level using pull out, cluster or self contained configurations</li> <li>• Use peer tutoring, cooperative leaning strategies</li> <li>• Establish a parent support group</li> </ul>	<p>Gifted specialists provide information, training, and materials to cluster classroom teachers that focus on gifted students’ affective needs. Direct services in this area include—seminars for students, co-teaching with classroom teachers, and pull-out sessions focusing on specific social-emotional needs.</p> <p>A strand of the instruction provided throughout the K-12 curriculum is “Understanding Giftedness”. At each level, developmentally appropriate lessons are provided. In elementary school these lessons are provided by the gifted specialist through the pull-out enrichment model.</p> <p>Topics include:</p> <ul style="list-style-type: none"> <li>• Habits of Mind</li> <li>• Gifted Intensities</li> <li>• Social Emotional Intelligence Journal Prompts</li> <li>• Howard Gardner’s Multiple Intelligences</li> <li>• Perfectionism</li> </ul>
<p><b>How do you provide for the unique affective needs of your gifted students 6-8?</b></p>	<ul style="list-style-type: none"> <li>• Incorporate specific activities into an honors program</li> <li>• Experiential learning approach</li> <li>• Provide common learning seminars for gifted students by grade level such as a humanities class</li> <li>• Establish a parent support group</li> </ul>	<p>Specific strategies to facilitate social-emotional growth of grades 6-8 gifted students are delivered through the REACH (gifted) Humanities classes. Gifted specialists work with school counselors and follow student achievement data and provide intervention strategies as appropriate. Alternative education possibilities are presented to students as needed.</p> <p>A strand of the instruction provided throughout the K-12 curriculum is “Understanding Giftedness”. At each level, developmentally appropriate lessons are provided. In middle school these lessons are provided by the gifted specialist in the Humanities class.</p> <p>Topics include:</p> <ul style="list-style-type: none"> <li>• Gifted Historical Figures</li> <li>• Tolerance and Diversity</li> <li>• Understanding self and others</li> <li>• Social Emotional Check-ins</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<ul style="list-style-type: none"> <li>• Growth Mindset</li> <li>• Personal Reflection</li> <li>• Gifted Intensity</li> <li>• Perfectionism</li> <li>• Learning styles</li> <li>• Barbara Clark – Gifted Characteristics and resulting behaviors chart</li> </ul>
<p><b>How do you provide for the unique affective needs of your gifted students 9-12?</b></p>	<ul style="list-style-type: none"> <li>• Develop gifted student learning groups to share experiences</li> <li>• Assign a counselor to work with gifted students</li> <li>• Seminars to train teachers, counselors and administrators</li> <li>• Concurrent/dual enrollment possibilities tied to AP and IB</li> <li>• Establish a parent support group</li> </ul>	<p>A strand of the instruction provided throughout the K-12 curriculum is “Understanding Giftedness”. At each level, developmentally appropriate lessons are provided.</p> <ul style="list-style-type: none"> <li>• Specific strategies to facilitate social-emotional growth of high school gifted students are delivered through REACH (gifted) Seminars for 9<sup>th</sup>/10<sup>th</sup> graders and the REACH (gifted)</li> <li>• Honors Seminar and Capstone classes for 11<sup>th</sup>/12<sup>th</sup> graders. Topics include: Gifted brain function, gifted intensity, stress management, perfectionism, procrastination, understanding personal characteristics as they relate to career pathways and choices.</li> </ul> <p>Gifted specialists work with school counselors to provide intervention strategies as appropriate. Alternative education possibilities are presented to students as needed.</p> <p>Gifted specialists at this level work individually with students and parents to provide support and understanding of giftedness and related issues.</p>
<p><b>What specific orientation activities do you provide for parents and teachers regarding gifted students affective needs?</b></p>	<ul style="list-style-type: none"> <li>• Grade level seminars to train teachers</li> <li>• Provide literature about the unique needs of gifted students to teachers/parents</li> <li>• Conduct locally developed gifted parent nights</li> </ul>	<p>Parents and teachers are invited to attend in-district community forums on gifted intensity and the unique affective needs of gifted learners.</p> <p>Parents and teacher are encouraged to attend the Southern Arizona Gifted Network conferences which include presentations on gifted affective needs.</p> <p>Each gifted specialist has a lending library for parents and teachers to access with books on gifted children and their needs.</p>
<p><b>How do you monitor, identify and provide assistance to “at</b></p>	<ul style="list-style-type: none"> <li>• Create an open ended referral process for parents, students and</li> </ul>	<p>Gifted specialists at each site work with the principal, special education teacher, school psychologist, social worker, school counselor, and family advocate in</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



<p><b>risk” gifted students?</b></p>	<p>teachers</p> <ul style="list-style-type: none"> <li>• Provide counseling services on an as needed basis</li> <li>• Develop alternate approaches for students in high school to earn credit</li> <li>• Competency testing in core subjects to allow students to “move-on”</li> </ul>	<p>order to meet the varying needs of at-risk gifted students. These needs may include family/individual/group counseling, food/utilities/rent assistance, and referral to Department of Child Services (DCS) etc. Gifted specialists are aware of the site-based at-risk teams (also called student study teams) and serve on those teams.</p> <p>Academic counseling is available in high school to help students enroll in community college classes, various district alternatives and flexible programming options.</p> <p>Underserved populations are provided one-on-one college application and scholarship support.</p>
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# Amphitheater School District #10 Gifted Scope and Sequence 2020



<b>Professional Development</b>		
<b>Question</b>	<b>Indicators</b>	<b>District description</b>
<p><b>How do you regularly provide opportunities for regular classroom teachers and gifted teachers to receive specialized training about working with gifted students?</b></p>	<ul style="list-style-type: none"> <li>• In-service training, staff development, professional learning communities</li> <li>• Fund attendance at conferences, workshops and training in gifted education</li> <li>• Provide instructional materials for gifted learners</li> <li>• Join the Arizona Association for Gifted and Talented (AAGT)</li> <li>• Teachers develop personal professional growth plans</li> </ul>	<p>Gifted specialists and regular classroom teachers are given opportunities to attend the NAGC Convention and AAGT Conference, regional gifted conferences, and training on differentiation and social-emotional needs of gifted.</p> <p>Gifted specialists and regular classroom teachers are provided tuition support to work toward gifted endorsement by participating in the gifted endorsement courses offered through Pima County.</p> <p>Upon request, gifted department chairs team with the gifted specialist at schools to provide school-wide training on differentiation, problem solving, creative and critical thinking and social-emotional needs of gifted.</p> <p>Effective Teaching conference for new hires to the district – Gifted Services overview</p> <p>Southern Regional Parent Teacher Institutes – Various Topics</p>
<p><b>Please list the titles of the training you conducted last year and those planned for the current year.</b></p>	<ul style="list-style-type: none"> <li>• Characteristics of the gifted learner</li> <li>• Instructional needs of the gifted learner</li> <li>• How to differentiate instruction to meet gifted learners needs</li> <li>• Identifying the gifted learner</li> <li>• The meaning of gifted testing results</li> </ul>	<p><b>SY 2018-2019:</b></p> <ul style="list-style-type: none"> <li>• Effective Teaching conference for new hires to the district – Gifted Services overview</li> <li>• Southern Regional Parent Teacher Institutes – Various Topics</li> <li>• The Gifted Brain and Gifted Intensity Community Forums for teachers and parents               <ul style="list-style-type: none"> <li>○ Canyon Del Oro and IRHS Parent Forum</li> <li>○ IRHS – Faculty Presentation</li> </ul> </li> <li>• The Great Enigma: The Underachieving Gifted Student</li> <li>• Odyssey of the Mind Coaches’ and Judges’ Training</li> <li>• Perfectionism Training for Gifted Specialists</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<p><b>SY 2019-2020:</b></p> <ul style="list-style-type: none"> <li>• Effective Teaching conference for new hires to the district – Gifted Services overview</li> <li>• Each level (ELEM, MS, HS) of the gifted specialist team participates in a Professional Learning Community focused on gifted services and instruction. These groups meet once or more each month to develop curriculum and share best practices and research.</li> <li>• Our district participates in and supports the bi-annual Southern Regional Parent Teacher Institutes – Various Topics</li> <li>• The Gifted Brain and Gifted Intensity Presentations: <ul style="list-style-type: none"> <li>○ 3 Evening Community Forums were presented at each of our high schools</li> <li>○ Amphitheater High School – Faculty Presentation</li> </ul> </li> <li>• Odyssey of the Mind Coaches’ and Judges’ Training <ul style="list-style-type: none"> <li>○ Three coaches trainings of teachers and parents</li> <li>○ One judges training of teacher and parents</li> </ul> </li> <li>• Parnes Model Creative Problem Solving <ul style="list-style-type: none"> <li>○ Presented to the Elementary Gifted Specialists PLC</li> </ul> </li> <li>• Identification Training <ul style="list-style-type: none"> <li>○ All gifted specialists received a full-day training on the new CogAt as well as the Ravens and MCC process</li> </ul> </li> <li>• Cluster Classroom Research and Best Practices <ul style="list-style-type: none"> <li>○ Elementary Principals</li> </ul> </li> </ul> <p><b>SY 2020-2021</b></p> <ul style="list-style-type: none"> <li>• Effective Teaching conference for new hires to the district – Gifted Services overview</li> <li>• Each level (ELEM, MS, HS) of the gifted specialist team participates in a Professional Learning Community focused on gifted services and instruction. These groups meet once or more each month to develop curriculum and share best practices and research.</li> <li>• Our district participates in and supports the bi-annual Southern</li> </ul>
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# Amphitheater School District #10 Gifted Scope and Sequence 2020



		<p>Regional Parent Teacher Institutes – Various Topics</p> <ul style="list-style-type: none"> <li>• Kaplan – Depth and Complexity – Year-long multi-step training and practicum process             <ul style="list-style-type: none"> <li>○ All Gifted specialists, elementary cluster classroom teachers, principals</li> </ul> </li> <li>• The Gifted Brain and Gifted Intensity Presentations:             <ul style="list-style-type: none"> <li>○ District-wide Parent Teacher Institute</li> <li>○ Canyon Del Oro HS – Faculty Presentation</li> <li>○ Other faculties as requested by the principal</li> </ul> </li> <li>• Odyssey of the Mind Coaches’ and Judges’ Training             <ul style="list-style-type: none"> <li>○ Three coaches trainings of teachers and parents</li> <li>○ One judges training of teacher and parents</li> </ul> </li> </ul>
<p><b>How have your training events targeted the needs of administrators, counselors, psychologists and support staff?</b></p>	<ul style="list-style-type: none"> <li>• Specific training events that illustrated for administrators how to support gifted education in their schools</li> <li>• Training for counselors in the social and emotional needs of the gifted learner</li> <li>• ADE sponsored training on school improvement</li> </ul>	<ul style="list-style-type: none"> <li>• Counselors receive training on Gifted Intensity and an overview of gifted services at all levels.</li> <li>• Elementary Principals receive training on the Cluster Classroom Model – research and best practices.</li> <li>• Elementary and middle school principals attended Personalized Learning Network training – Spring 2020</li> <li>• Principals K-12 will be included in the Kaplan Depth and Complexity Training – SY 20/21</li> </ul>
<p><b>Describe the feedback received from post training evaluations. What did the participants say about the effectiveness?</b></p>		<p>Participant feedback from the Southern Regional Parent Teacher Institutes is consistently positive and indicates ongoing support for this type of service to parents and teachers.</p> <p>Many parents and families participate in Odyssey of the Mind trainings and consistently return year after year.</p> <p>Parents and teachers have been very enthusiastic and engaged in the Gifted Brain and Gifted Intensity community forums and faculty presentations.</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



<b>Parent and Community Involvement</b>		
<b>Question</b>	<b>Indicators</b>	<b>District description</b>
<b>How do you make your program philosophy, goals and recruitment procedures available to all parents?</b>	<ul style="list-style-type: none"> <li>• Provide parents with a gifted handbook for working with the district</li> <li>• Open house for gifted parents</li> <li>• Web site for gifted students and parents</li> <li>• Parent – teacher conferences</li> </ul>	<p>Information about our gifted program is provided at each school, on gifted specialists’ websites, and on the district website. Our department has provided three district-wide community-based meetings for parents on gifted identification, traits on gifted students, and district services for gifted-identified students. Gifted specialists participate in Open Houses at their sites, as well as hosting a meeting for parents of gifted-identified students. Gifted specialists at elementary sites participate in school-wide parent-teacher conferences as available and schedule separate conferences as needed.</p>
<b>How do you provide access to your scope and sequence for all parents?</b>	<ul style="list-style-type: none"> <li>• Gifted scope and sequence distributed to all gifted parents, available in all school offices and website</li> </ul>	<p>Our scope and sequence is available at each site through the gifted specialist and the principal at every school. It is also posted on our district website.</p>
<b>Describe how you incorporate parents into a support or advisory group.</b>	<ul style="list-style-type: none"> <li>• Write letters of invitation to all gifted parents to join our group</li> <li>• Develop a regular schedule of meetings, posted on website or in newsletter</li> <li>• Provide opportunities to hear and converse with gifted guest speakers</li> </ul>	<p>The gifted department recently engaged parents, students, teachers and community members in a “redesign process” that included surveys and analysis for program improvement.</p> <p>We are investigating the development of a district-wide parent group.</p> <p>We provide district wide parent information events based on specific parent needs.</p> <p>Parents are encouraged to participate in the local Southern Arizona Parent Teacher Institutes featuring nationally recognized gifted guest speakers.</p>
<b>How do you involve parents and the gifted community in the evaluation of your program?</b>	<ul style="list-style-type: none"> <li>• Surveys, personal interviews, town hall type meetings</li> <li>• Site council agenda item</li> <li>• End of year presentations</li> </ul>	<p>Our district just completed a comprehensive review of gifted services K-12. This review and redesign process included surveys of all students and parents. Parents were also involved in the redesign committee.</p>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



<b>Program Assessment</b>		
<b>Question</b>	<b>Indicators</b>	<b>District description</b>
<b>What data sources do you use to assess your programs effectiveness?</b>	<ul style="list-style-type: none"> <li>• Surveys from parents, students and teachers</li> <li>• Standardized test scores</li> <li>• AIMS performance scores</li> <li>• Terra Nova performance scores</li> <li>• Arizona Learns “Z” scores</li> <li>• AP/IB scores</li> </ul>	Data sources used to assess our program’s effectiveness are— <ul style="list-style-type: none"> <li>• AIMS Science and AzM2 scores</li> <li>• WACS – Waterford Assessment of Core Skills</li> <li>• Measurement of Academic Progress (NWEA MAP)</li> <li>• AP participation numbers and scores</li> <li>• Specific site-based scholar recognition</li> <li>• Exit surveys from students and parents.</li> </ul>
<b>Describe how you use test data, both norm referenced and criterion referenced in your evaluation process.</b>	<ul style="list-style-type: none"> <li>• Track progress of gifted students year to year individually</li> <li>• Compare scores of gifted students with the rest of the population to assess differences</li> <li>• Students class grades compared to identification scores</li> </ul>	Gifted specialists analyze achievement data from a variety of sources depending on the grade level of the students on their caseload— <ul style="list-style-type: none"> <li>• WACS data in grades K-2, gathered continually to follow student progress in reading</li> <li>• AIMS Science and AzM2 data in grades 3+ to see if student is at “exceeds” level in area of giftedness</li> <li>• NWEA MAP data in grades 2-8, gathered three times a year to follow student progress</li> <li>• IB/AP/Honors participation and scores, as well as scholar status at the high school level</li> <li>• GPA of high school students to guide academic decisions</li> </ul>
<b>How do you use informal measures like surveys, open forums and teacher interviews to gather data?</b>	<ul style="list-style-type: none"> <li>• Look for trends, common strengths, weaknesses, areas for improvement in parent surveys</li> <li>• Direct observation of the program in action</li> </ul>	Gifted department co-chairs communicate with building principals to identify site based strengths and goals to guide program development.
<b>What are your key indicators that your program is positively affecting students?</b>	<ul style="list-style-type: none"> <li>• Student interest, excitement with the program</li> <li>• Parental positive feedback</li> <li>• Students test score analysis</li> <li>• Stays with the program, no</li> </ul>	Key indicators that our program is positively affecting students are: <u>Quantitative Data beginning SY 2020-2021:</u> <ul style="list-style-type: none"> <li>• Percentage of identified gifted actively participating in program options</li> <li>• Percentage of gifted students participating in one of more</li> </ul>



# Amphitheater School District #10 Gifted Scope and Sequence 2020



	<p>dropouts</p> <ul style="list-style-type: none"> <li>Regular attendance in class</li> </ul>	<p>differentiated options.</p> <ul style="list-style-type: none"> <li>Percentage of gifted students demonstrating success through AP and IB results, and college and scholarship acceptance.</li> <li>Percentage of gifted students scoring at or above grade level as measured by achievement on state and district instruments.</li> </ul> <p><u>Qualitative Data beginning SY 2020-2021:</u></p> <ul style="list-style-type: none"> <li>Positive comments from parents to classroom teachers, building administrators, and district personnel.</li> <li>Parent survey results.</li> <li>Student comments</li> </ul>
<p><b>Describe the performance standards you have for all gifted students.</b></p>	<ul style="list-style-type: none"> <li>Meets or exceeds on annual AIMS assessment</li> <li>Meets the individual learning goals established for the students</li> <li>The gifted population demographics must reflect the same picture as the total school population</li> </ul>	<p>Gifted students will:</p> <ul style="list-style-type: none"> <li>Exceed the state standards on AzM2 in their areas of giftedness and at least meet the standard on other areas. Grades 3 - 10</li> <li>Meet or exceed the annual target growth on NWEA MAP testing K - 8</li> <li>Meet or exceed the annual target growth as set by IEPs for twice-exceptional students</li> <li>Participate in advanced course work in their area of giftedness.</li> <li>Demonstrate achievement performance on AP, IB and CLEP tests.</li> <li>Demonstrate growth in problem solving, critical and creative thinking and social emotional understanding as measured by program developed rubrics and continuums.</li> </ul>



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

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**DATE OF MEETING:**      **April 14, 2020**

**TITLE:**            **Consideration of the “Joint Recommendation of the Meet and Confer Teams for Compensation Matters” and Approval of a Compensation Package for the 2020-2021 Fiscal Year**

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**BACKGROUND:**

On April 6, 2020, the District and Amphitheater Education Association meet and confer teams reached consensus on a joint recommendation for a compensation package for Fiscal Year (“FY”) 2020-2021. A copy of their “Joint Recommendation of the Meet and Confer Teams for Compensation Matters” (“Joint Recommendation”) is included with the Board item.

***I. Meet and Confer Process***

Policy HD (Meet and Confer Procedures) establishes the process for meet and confer. In accordance with the Policy, the teams began meeting on compensation matters in February. Policy HD required them to conclude their work by the end of March.

This year, the teams had to postpone a meeting scheduled for March 23 due to the COVID-19 school closures. After processes could be put in place for compliance with the new rules and guidelines for social distancing to slow the spread of COVID-19, the teams reconvened on Friday, April 3 and again on Monday, April 6 to complete meet and confer. They reached consensus for the Joint Recommendation on April 6, 2020 with a goal of being able to present their recommendation to the Governing Board at the April 14, 2020 meeting.

***II. Joint Recommendation from the Meet and Confer Teams***

The meet and confer teams make the following recommendations for a compensation package for FY 2020-2021:

1. Increase the base salary of all teachers by \$2,300 (approximately 5% of the average Amphitheater teacher salary).
2. Provide a 2% compensation increase for all other eligible District employees.
3. The salary increases described above are based upon a 1.0 FTE.
4. District contribution to employee benefit plan shall remain the same.
5. Develop and offer a cost neutral sick-leave buy-back program to allow teachers with a minimum of six (6) years of continuous service with the Amphitheater District and other qualifying criteria to sell back unused sick leave.
6. Utilize \$100,000 to address critical classification wage adjustments necessary to remain competitive in hiring, such as lead support staff positions that now earn the same starting wage as the employees they supervise due to the state-mandated minimum wage increases that have occurred over the past few years.



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7. Subsidize the cost of the test fee for the state-mandated paraprofessional examination for qualified employees currently working in a classification requiring the examination.
8. In the event that the District receives new and undesignated funding in the current fiscal year that can be used for salaries, it is recommended that additional consideration be given to further critical classification wage adjustments needed to address wage compression.

***III. Recommendation for Approval of the Joint Recommendation***

The Superintendent recommends approval of the FY 2020-2021 compensation package proposed in the Joint Recommendation. The Superintendent further recommends that Board also approve the compensation package to apply to the classified exempt, administrative and administrative exempt employee groups who are not represented by Amphitheater Education Association and, therefore, are not addressed in the meet and confer process. This group of employees includes administrative assistants or other hourly employees working in positions that are exempt from representation by the Amphitheater Education Association because they may have access to confidential financial or employment information, and administrative personnel.

***IV. Policy HD Feedback Process***

Policy HD requires the final meet-and-confer recommendations be communicated to District employees for feedback before they are presented to the Governing Board. Following the conclusion of the meet and confer process, the Joint Recommendation was presented to District personnel for feedback. Employees are able to provide feedback between April 7-13, 2020. This feedback from the employees will be included as part of the presentation of this agenda item at the Governing Board meeting.

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**RECOMMENDATION:**

The Superintendent recommends approval of the Joint Recommendation as presented. For clarification, approval of the Joint Recommendation will permit the District to implement the following wage changes for eligible returning employees effective July 1, 2020:

- A. increase the salary of all returning teachers by \$2,300, and
- B. increase the compensation of all other District employees (except the Superintendent) by 2%.

It will also permit the District to: (i) use \$100,000 to address critical classification wage adjustments necessary to remain competitive in hiring, (ii) develop a cost-neutral sick-leave buy back program for qualified teachers who have been with the District for at least six continuous years, and (iii) pay the test fees for the state-mandated paraprofessional examination for qualified employees currently working in a classification requiring the examination.

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



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**Amphitheater Education Association  
Professional Staff Team**

Rebecca Green  
Lisa Millerd  
Brienne Ronnie  
Ann Bonar - Facilitator

**District Professional Staff Team**

Michael Bejarano  
Carol Tracy  
Michelle Tong  
Tassi Call - Facilitator

**Amphitheater Education Association  
Support Staff Team**

Fabienna Godlewski  
Christine Petersen  
Robert Wacker  
Ellen Harris - Facilitator

**District Support Staff Team**

Jim Burns  
Jon Lansa  
Chris Trimble  
Chris Gutierrez - Facilitator

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**INITIATED BY:**

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

**Date: April 8, 2020**

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

## **JOINT RECOMMENDATION OF THE MEET AND CONFER TEAMS FOR COMPENSATION MATTERS**

We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams, have met and conferred to reach consensus concerning employee compensation for the 2020-2021 fiscal year.

We submit this "Joint Recommendation of the Meet and Confer Teams for Compensation Matters" to the Superintendent and Governing Board on this 6th day of April, 2020, and recommend that it be considered at the April Board meeting to reassure employees about compensation changes for next fiscal year. COVID-19 has created disruption and uncertainty, therefore offering employees clarity now is in everyone's best interest.

We recommend the following revisions to the employee compensation package for qualified District employees for fiscal year 2020-2021:

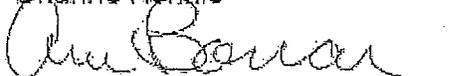
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8. In the event that the District receives new and undesignated funding in the current fiscal year that can be used for salaries, it is recommended that additional consideration be given to further critical classification wage adjustments needed to address wage compression.

For the Amphitheater Education  
Association: Professional Staff Team

  
Rebecca Green

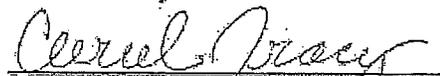
  
Lisa Millerd

  
Brianne Ronnie

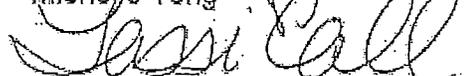
  
Ann Bonar  
Facilitator

For the Amphitheater School  
District: Professional Staff Team

  
Michael Bejarano

  
Carol Tracy

  
Michele Tong

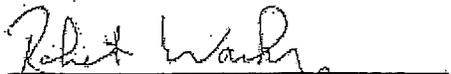
  
Tassi Call  
Facilitator

For the Amphitheater Education  
Association: Support Staff Team

\*Ms. Godlewski gave her written consent for this  
Joint Resolution, but could not be present to sign

Fabienna Godlewski

  
Christine Petersen

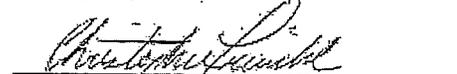
  
Robert Wacker

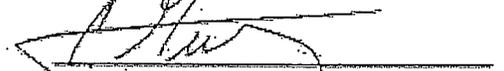
  
Ellen Harris  
Facilitator

For the Amphitheater School  
District: Support Staff Team

  
Jim Burns

  
Jon Lansa

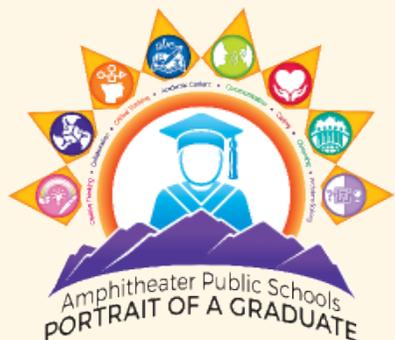
  
Chris Trimble

  
Chris Gutierrez  
Facilitator



Meet and Confer

# Compensation Recommendations for FY 2020-2021



# Meet and Confer Teams

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

Rebecca Green  
Lisa Millerd  
Brianna Ronnie  
Ann Bonar, Facilitator

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

Fabienna "Nina" Godlewski  
Christine Petersen  
Robert Wacker  
Ellen Harris, Facilitator

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

Michael Bejarano  
Carol Tracy  
Michelle Tong  
Tassi Call, Facilitator

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

Jim Burns  
Jon Lansa  
Chris Trimble  
Chris Gutierrez, Facilitator

# 2020 Meet and Confer Team Meeting Dates For Compensation Matters

1. February 4
2. February 5
3. March 3
4. March 4
5. March 9
6. March 11
7. April 6
8. April 7





# Joint Recommendation



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# Reason for a Different Amount for Teachers



1. In 2018, the Arizona Governor proposed a “20 by 2020” Plan for Arizona teachers salary increases.
2. The Plan promised an ongoing commitment to increase dollars for Arizona teachers and classrooms without raising taxes and maintaining Arizona’s balanced budget.
3. The Plan did not guarantee that every teacher in state would receive a 20% salary increase by 2020.
4. Here is some important information to note about the 20 by 2020 Plan:
  - The 20 by 2020 increase was based on the **average** Arizona 2016-2017 teacher salary.
  - Despite the Governor’s promise, state budgets did not provide school districts sufficient funds to cover the increases to teachers that were promised by the Governor each year. For example, for the past 2 years, the state budget expected school districts to use the full voter-approved Prop 123 funding to pay teacher increases.
  - Despite this, Amphitheater has increased its teacher salaries each year for compliance with the Governor’s Plan.
  - This year, the flat \$2,300 provides a 5% increase to the average teacher salary in Amphitheater.



# Joint Survey of Employees

Monday, April 6

Notice sent to employees on Monday morning advising them to check their District email this week for a survey on the Joint Recommendation for compensation matters

Tuesday, April 7

Survey Monkey survey sent to all employees

Friday, April 10

Reminder sent to employees

Monday, April 13

Survey closed at noon



# Survey Results



Survey sent to 2,385 employees

1,103 surveys were completed.

The results were as follows:

- 964 (87.4%) agree with the recommendation, and
- 139 (12.53%) disagree with the recommendation.

It is also important to note that 339 people provided additional feedback in question 2 to the survey, which has been given to the Governing Board for consideration.

