

Final Posting, Monday, April 12, 2021, 5:00 p.m.

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

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

**Tuesday, April 13, 2021**

**5:30 PM**

**(Doors open 30 minutes prior to the start of the meeting)**

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

*As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. Due to pandemic conditions, this meeting will also 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).*

*The following steps will be taken to ensure the safety of staff and the public. Masks are currently required, regardless of vaccination status due to the current pandemic conditions. Anyone with a fever, cough or other symptoms of COVID-19 will not be allowed to attend in person. Attendees will be asked to maintain a recommended distance from others.*

*Persons present at the Board meeting may complete a form requesting to speak to the Board. Individuals who wish to address the Board in-person during Call to the Audience should fill out a public comment card and hand it to the Governing Board Secretary located in the main hallway of the Leadership and Professional Development Center.*

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

<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.

All comments are limited to 3 minutes to ensure an equitable opportunity to address the Board. In addition, to ensure adequate time is available for other Governing Board business, a maximum time limit for Public Comment will be observed. Those unable to speak within the specified time limits may also submit comments to the Board in writing.

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

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

Ms. Susan Zibrat, President

2. **EXECUTIVE SESSION\***

A. Executive Session for:

1. Discussion or Consultation with the Attorneys of the Public Body, Pursuant to A.R.S. § 38-431.03(A)(3) and/or (4), Concerning the Meet and Confer Process; and
2. 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)

5

3. **RECONVENE PUBLIC MEETING AT APPROXIMATELY 6:15 P.M.**

4. **PLEDGE OF ALLEGIANCE**

Cross Middle School Students

5. **RECOGNITION OF STUDENT ART**

Cross Middle School Students

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

Tuesday, April 27, 2021 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**

- A. Presentation of Distinguished Service Award 6
- B. Recognition of Ironwood Ridge High School Superintendent's Student Advisory Council 7
- C. Recognition of 2021 Canyon del Oro High School State Wrestling Runner-Up 8
- D. Recognition of 2021 Ironwood Ridge High School State Wrestling Champion and Runner-Up 9
- E. Recognition of 2021 Amphitheater High School Spiritline Partner Stunt Coed Division II Champions 10

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

9. **INFORMATION<sup>2</sup>**

- A. Health Services and University of Arizona Resource Project Collaboration
- B. Superintendent's Report; Update on Pandemic Conditions and Operations

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<b>10. <u>CONSENT AGENDA</u><sup>3</sup></b>	
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<b>11. <u>STUDY/ACTION</u></b>	
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B. Approval of Employee Compensation and Pay Rates to be Effective on and after July 1, 2021	276
<b>12. <u>PUBLIC COMMENT</u></b>	
<b>13. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u></b>	
<b>14. <u>ADJOURNMENT</u></b>	

**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-**

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**confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.**

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

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

---

**DATE OF MEETING:**      April 13, 2021

**TITLE:**            Executive Session for:

1.      **Discussion or Consultation with the Attorneys of the Public Body, Pursuant to A.R.S. § 38-431.03(A)(3) and/or (4), Concerning the Meet and Confer Process; and**
  
2.      **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)(3), (4) and/or (5) to discuss items (1) and/or (2) as identified above.

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**RECOMMENDATION:**

The administration recommends the Board convene an executive session for purpose of discussing the matters identified above as permitted by A.R.S. §38-431.03(A)(3), (4) and (5).

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**INITIATED BY:**

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

Date: April 5, 2021

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Presentation of Distinguished Service Award

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**BACKGROUND:**

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

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

- Mario Cardenas, Behavior Intervention Monitor, Keeling Elementary School
- Kellie Higgins, Teacher, Amphitheater Middle School

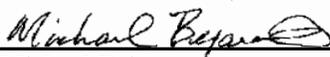
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**RECOMMENDATION:**

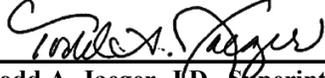
This is presented for the Governing Board's information and recognition.

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**INITIATED BY:**

  
Michael Bejarano  
Associate Superintendent for Secondary Education

Date: March 25, 2021

  
Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**      **April 13, 2021**

**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.

The Advisory Council meetings provide the students and Superintendent with an opportunity to talk informally about student issues and concerns and provides a platform for the Council members to represent the interests and perspectives of their student peers. Given the school, work, and extra-curricular schedules of our students, their willingness to participate and contribute their time must be commended and recognized. The Board recognizes Ironwood Ridge High School's Superintendent's Student Advisory Council Members:

Ali Cordova  
Chloe Cramer  
Ethan DeSilva  
Rumur Rouille

Rachel Barriga  
Kate Cherrington  
Alenzia Frederick  
Robyn Stephens

Alternates:  
Kyra Foster  
Kaia McMahon  
Danny Parra  
Kayla Spahr  
Hannah Tarplay  
Abby Torgeson

Jayni Eldridge  
Jarrod Taylor  
Sierra Wayment  
Bennett Whitaker

Kennedy Blanchard  
Dumlao Daymom  
Sami Sotelo  
Shea Stevens

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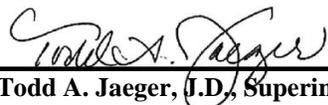
**RECOMMENDATION:**

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

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**INITIATED BY:**

**Date: March 26, 2021**

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



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Recognition of 2021 Canyon del Oro High School State Wrestling Runner-Up

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**BACKGROUND:**

The following Canyon del Oro High School student will be recognized for being an Arizona State Division II Wrestling Tournament Runner-Up:

**Mylei Seigla**, junior, Runner-Up in the 132-pound weight class.

Coaches:

**David Sholes**

**Cody Comer**

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**RECOMMENDATION:**

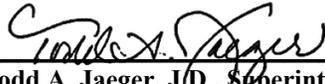
This is presented for the Board's information and recognition.

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**INITIATED BY:**

  
Michelle Valenzuela, Communications Director

Date: April 5, 2021

  
Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Recognition of 2021 Ironwood Ridge High School State Wrestling Champion and Runner-Up

---

**BACKGROUND:**

The following Ironwood Ridge High School students will be recognized for their performances in the Arizona State Division II Wrestling Tournament:

**Enzo Spina**, sophomore, Champion in the 106-pound weight class

**Brent Ward**, senior, Runner-up in the 158-pound weight class

Coaches:

**Joe Kline**

**Rob Lord**

**Dan Rokop**

**Richard Luke**

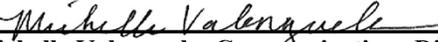
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**RECOMMENDATION:**

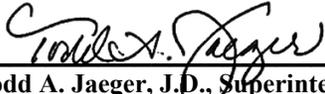
This is presented for the Board's information and recognition.

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**INITIATED BY:**

  
Michelle Valenzuela, Communications Director

Date: April 5, 2021

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Recognition of 2021 Amphitheater High School Spiritline Partner Stunt Coed Division II Champions

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**BACKGROUND:**

The following Amphitheater High School students will be recognized for placing first in the Arizona State Spiritline Partner Stunt Coed Division II competition:

**Gisselle Ramos**  
**Hector Carbajal**  
**Vanessa Medrano**

Coaches:

**Kayla Kipley**, Head Coach  
**Pablo Cedeno**, Assistant Coach

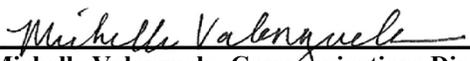
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**RECOMMENDATION:**

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

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**INITIATED BY:**

  
Michelle Valenzuela, Communications Director

Date: April 5, 2021

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Health Services and University of Arizona resource project collaboration

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**BACKGROUND:**

The Director of Health Services in collaboration with University of Arizona students will provide information to the Board about a public health and community resource project created for our District to support staff in working with students and families. Resource topics range from supports for students with special health needs, mental and behavioral health, vision, dental, and family supports. This collaborative project resulted in a binder and webpage to share the hundreds of public health resources within our community.

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**RECOMMENDATION:**

This item is presented for the Board's information.

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**INITIATED BY:**

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Kristin McGraw, Executive Director of Student Services

Date: April 5, 2021

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Todd A. Jaeger, J.D., Superintendent

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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Superintendent's Report; Update on Pandemic Conditions and Operations

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**BACKGROUND:**

The Superintendent will be providing a review of recent and future activities in the District and community. The Superintendent will also review pandemic conditions and data and their impact on school operations.

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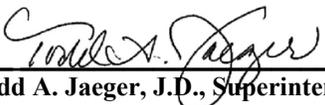
**RECOMMENDATION:**

This item is presented for the Board's information.

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**INITIATED BY:**

**Date:** March 31, 2021

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



April 13, 2021

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# Superintendent's Report





# From Our Schools



Fifth-graders in Ms. Wong's class at Harelson Elementary School have created Bobcat Bead Memory Strands as part of a project related to color history and symbolism. The theme of the project was 'Persevering through 2020-2021.' Each student designed their own strand with large colored glass beads symbolizing a positive trait they witnessed this year (i.e. perseverance is represented by red). The goal is to provide each classroom/staff member at Harelson a strand to help them reflect on this year.



# From Our Schools

HOW CAN I BE A GOOD FRIEND TO SOMEONE WITH AUTISM?

I can be a friend to someone with Autism by...

I can be a good friend by being kind and asking to be there friend.

Autism Awareness

I can be a friend to someone with Autism by...

Being patient and accepting who they are. Plus remembering to be kind and mindful.

Me

My cousin Woods who has autism.

Autism Awareness

Amphi Academy Online students in Mrs. Knight's class, along with student teacher Mrs. Robeson, worked on a special project for Autism Awareness Month, which is April. <sup>15</sup>

The class learned about what Autism is and how it affects people, researched Temple Grandin, a pioneer in Autism research and writing, and shared ideas about how they as individuals can be a friend to someone with Autism.



# From Our Schools



Students in Canyon del Oro's Early Childhood Education program spent some time last week helping preschool chefs learn to make pizza. Bringing our high school students back together with their preschool students has been a rewarding reunion for all.



# From Our Schools



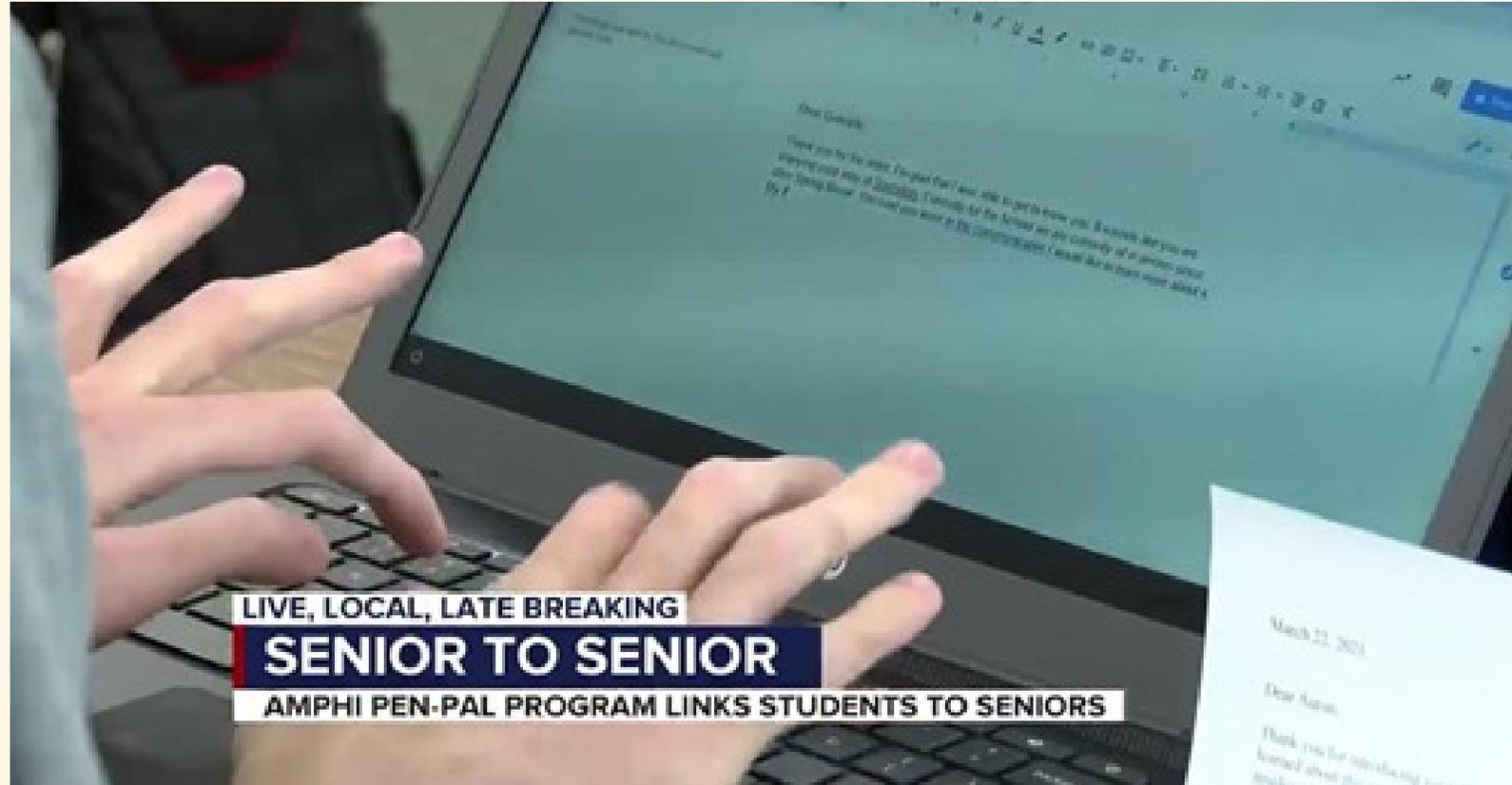
17



La Cima Middle School found pandemic-safe ways to celebrate their third-quarter honor roll students last week. Principal Valenzuela, along with Amphi High Principal Mr. Malis, gave their elbows a workout out as they honored each student who made the list. Congratulations, Cardinals!



# From Our Schools



In case you missed it: A program created by Ironwood Ridge High School teacher Neal Fulks was featured on KOLD News last week. The Senior to Senior program connects high school seniors with people living in a local retirement community. For both generations, the pen-pal program has been enriching and has demonstrated the power of connecting, especially during the COVID-19 pandemic.



# Information from Public Health



# Vaccine Availability

Starting Monday, April 5, at 8 a.m., vaccine eligibility in Pima County is open to everyone 16 years and older.

While there are no more restrictions on eligibility other than age, only the Pfizer vaccine has been approved for 16- and 17-year-olds. Pfizer is available at the state-run site on the University of Arizona campus, at Banner-South, and potentially at local pharmacies.

Those under 18 who are getting vaccinated need a parent or legal guardian with them to complete the consent forms. The only exception is if an accompanying adult brings a notarized letter stating that the parent allows the accompanying adult to complete the consent forms.

Register at: [podvaccine.azdhs.gov](https://podvaccine.azdhs.gov)



# Pima County Metrics -- As of 4/8 (No change)

## Disease Data

Cases over two consecutive weeks (with complete reporting of cases)  
 Percent Positivity  
 COVID-19 like illness

Criteria not met	Progress	Criteria met

## Health Care System Availability

Lab Testing Availability and Utilization  
 Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) - Statewide  
 Sufficient Personal Protective Equipment (PPE) for Emergency Responders

Criteria not met	Progress	Criteria met

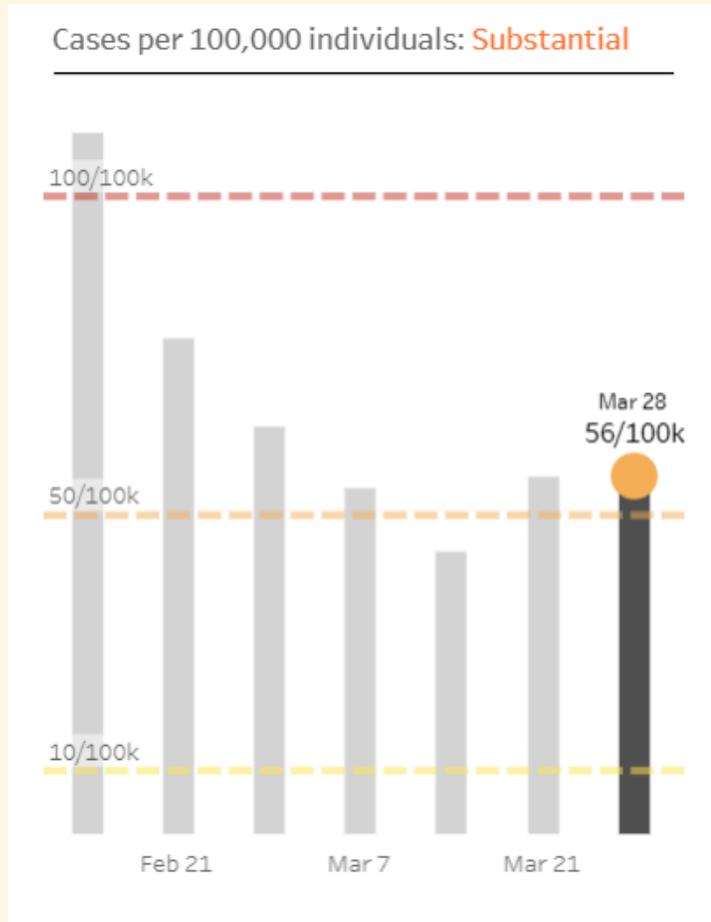
## Public Health Tracking and Investigation

Timely case investigation  
 Testing of symptomatic contacts within 48 hours  
 Facilities/support for patients who can't be discharged home - Statewide

Criteria not met	Progress	Criteria met

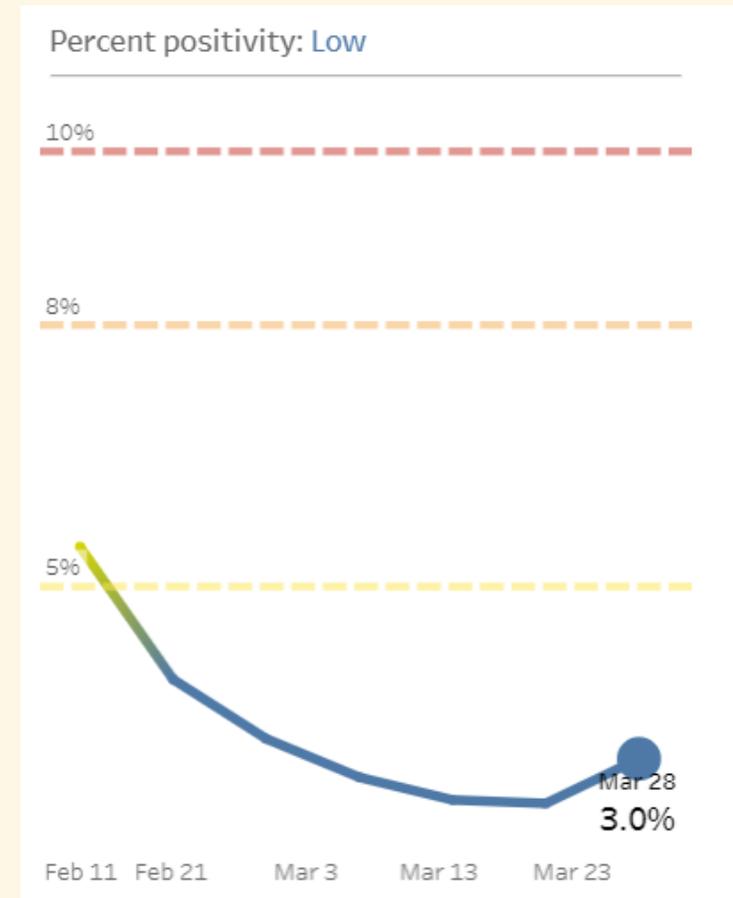


# School Guidance – AZDHS For Pima County



For the week of March 28, there was a rate of 56 cases per 100,000 of population in Pima County. (3 cases > March 21)

For the week of March 28, there was a COVID test positivity rate of 3.0%. (0.5% > March 21)





# Transmission Category: Substantial Transmission

Indicator	Low Transmission	Moderate Transmission	Substantial Transmission	High Transmission
Total new cases per 100,000 persons in the last 7 days	0 - 9	10 - 49	50 - 99	≥ 100
Percentage of nucleic acid amplification tests (NAATs) that are positive during the past 7 days	<5.0%	5.0% - 7.9%	8.0% - 9.9%	≥ 10.0%

↑  
Percent of Positivity (3.0%)

↑  
Cases per 100 K (56)



# In the weeks ahead

- Vaccination Clinics for students (18+) with PCHD
- Update on RISE and Amp Up! Programs (Board Meeting of 4/27/21)
- Finalized plans for End of Year Activities (Board Meeting of 4/27/21) – emphasis on maximizing in-person events
- Assessment Data from FY 2020 and FY 2021
- Learning Recovery strategies, programs and personnel
- ELA Curricular Materials Adoption



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Status of Construction Projects

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**BACKGROUND:**

Administration will present the Governing Board with current information on the status of construction projects funded with School Facility Board and Bond funding.

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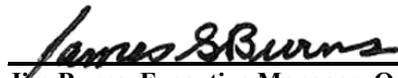
**RECOMMENDATION:**

For information and discussion only.

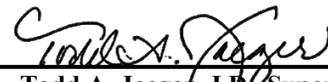
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**INITIATED BY:**

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Jim Burns, Executive Manager, Operational Support

Date: April 1, 2021

  
Todd A. Jaeger, J.D., Superintendent

**Status of Construction Projects**  
**04/13/2021 Governing Board Meeting**

President Zibrat, Vice President Day, 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:**

**SFB Projects**

300 wing - structural evaluation - P.O. issued	\$30,795
Main gym roof replacement - tear off start 3/29	\$660,070
CP 5 boiler replacement - install complete	\$25,454
CP 1 hot water line leak - complete	\$13,723
CP 2 hot water line leak - concrete pour 3/27	\$24,382



**CDO:**

**SFB Projects**

Campus roofing phase II - Bldg. P - 80% complete

\$2,398,313

HVAC controls repair - Bldg. T - P.O. issued

\$3,874



**IRHS:**

**SFB Projects**

Roofing - Bldg. A - 100% complete	\$4,272,241
- Bldg. E - 100% complete	
- Bldg. F - 10% complete	
- Bldg. B - 90% complete	
- Bldg. D - 70% complete	
Weatherization assessment - Bldg. E-F - design P.O. issued	\$28,100
HVAC controls repair - Fine Arts building - EA grant submitted	\$4,737
Central Plant pump re-build - EA grant submitted	\$6,788

**AMS:**

**Special Funded Project**

- FSS installed one in administration bldg. and will be installing one in the MPR



**SFB Projects**

HVAC replacement - classroom 810 - install complete

\$10,113



**Copper Creek:**

**SFB Projects**

MPR roof assessment - design grant submitted

\$3,240

**Cross:**

**SFB Projects**

Roof replacement - design documents submitted to SFB

\$61,406

**Donaldson:**

**SFB Projects**

MPR boiler replacement - boiler install complete

\$18,914



**Harelson:**

**SFB Projects**

Funhouse weatherization - design P.O. issued \$9,890

**Holaway:**

**Bond Projects**

East side security fence improvements - summer 2021 \$42,143  
- reviewing contractor pricing

**Mesa Verde:**

**SFB Projects**

Roof replacement - construction BRG grant submitted \$1,027,351

**Rillito:**

**SFB Projects**

Buildings A & D weatherization - design grant submitted \$4,010

**Wilson:**

**Bond Projects**

Fire alarm system replacement - 30% complete \$699,552  
- currently working 1<sup>st</sup> floor buildings E & C

*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 13, 2021

**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 first regular session of the Fifty-fifth Arizona legislature this year. The attachment provided with this item identifies the currently proposed legislation.

Information updated/added since the Board's March 9, 2021 review is noted in **BLUE**. Information deleted pursuant to Committee amendment is in **RED**.

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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 5, 2021

Todd A. Jaeger, J.D., Superintendent

## HOUSE BILLS

### **HB2005:**

#### **TECH CORRECTION; EDUCATION; FEDERAL FUNDS**

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

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

Status: 2/16 withdrawn from House com and further referred to House appro.

### **HB2011:**

#### **SCHOOL BUILDINGS; OPENING WINDOWS**

Any new school construction or any renovation of a school building that requires windows to be replaced is required to include windows that open.

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

Status: 1/12 referred to House educ.

### **HB2015:**

#### **APPROPRIATIONS; PRESCHOOL DEVELOPMENT GRANTS**

Appropriates the following amounts from the general fund in the following fiscal years to the Department of Education to distribute to preschool development grants to eligible providers: \$7.5 million in FY2021-22, \$15 million in FY2022-23, and \$22.5 million in FY2023-24. The legislature intends that the monies first be used to replace federal monies that are no longer available to eligible providers who participated in the preschool development grants program in FY2018-19 or FY2019-20.

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

Status: 3/2 referred to Senate appro. 2/24 passed House 42-17; ready for Senate. 2/16 from House rules okay. 1/21 from House appro do pass.

### **HB2017:**

#### **APPROPRIATION; STEM; LEARNING; WORKFORCE DEVELOPMENT**

Appropriates \$3 million from the general fund in FY2021-22 to the Arizona Commerce Authority to administer a grant program charged with cultivating STEM learning and STEM workforce development opportunities in Arizona. The legislature intends that the appropriation be considered ongoing funding in future years. By December 31, 2021, the Authority is required to report to the Legislature on distribution of grant monies.

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

Status: 3/24 from Senate educ do pass. 2/24 referred to Senate appro, educ. 2/16 from House rules okay. 1/21 from House appro do pass.

### **HB2018:**

#### **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 Dept. 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: 2/12 signed by Governor. 2/4 substituted in Senate for identical bill 1164. Passed Senate 29-0; ready for Governor. 1/28 passed House 58-0; ready for Senate.

**HB2020:****SCHOOLS; CHILD CARE; REDUCED FEES**

A public school that provides or contracts for childcare services is permitted to reduce the fee a public school employee pays for the childcare 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: 3/24 signed by Governor. 3/17 passed Senate 28-1; ready for Governor. 3/9 from Senate rules okay. 3/3 from Senate educ do pass. 2/18 referred to Senate educ. 1/28 passed House 41-17; ready for Senate.

**HB2021:****COLLEGE COURSE CREDIT; DUAL ENROLLMENT**

For high school graduation requirements being fulfilled by a college course, the school board is authorized to award up to 1 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: 3/25 retained on Senate COW calendar. 3/9 from Senate rules okay. 3/3 from Senate educ do pass. 2/18 referred to Senate educ. 1/28 passed House 58-0; ready for Senate.

**HB2022:****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, 2022, 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, 2027. Appropriates \$10million from the general fund in FY2021-22 to the Dept. for the Program.

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

Status: 3/10 from Senate educ do pass. 2/24 referred to Senate educ, appro. 2/18 House COW approved with flr amend #4336. 1/21 from House appro do pass.

**HB2023:****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) has engaged in immoral or unprofessional conduct. The State Board of Education is authorized to review a complaint 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 been prohibited from employment at a school district or charter school by the Board under this legislation.

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

Status: 2/5 signed by Governor. 1/28 passed House 58-0; ready for Senate. Substituted for identical bill 1061, passed Senate 29-0; ready for Governor

**HB2024:****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: 3/10 from Senate educ do pass. 2/18 referred to Senate educ. 1/28 passed House 58-0; ready for Senate.

**HB2032:****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: 2/2 House educ held. 1/12 referred to House educ.

**HB2051:****PROCUREMENT; INFORMATION DISCLOSURE; BIDDERS**

During competitive sealed bidding to award state contracts, the Director of the Department of Administration is required to provide a question and answer period for bidders and interested parties to submit written questions and for the Director to provide written responses. The Director is required to provide in writing all questions and answers to all bidders and interested parties outside of the procurement process.

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

Status: 2/18 referred to Senate gov. 2/4 passed House 58-0; ready for Senate. 1/20 House gov-elect do pass.

**HB2055:****CAREER, TECHNICAL EDUCATION; PROJECTS FUND**

The list of authorized uses of monies in a school district's permanent career and technical education projects fund is expanded to include expenses related to an approved Department of Education career and technical student organization, including costs associated with events, conferences or competitions. All purchases made from career and technical education projects funds are required to comply with State Board of Education regulations, including provisions relating to procurement practices.

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

Status: 3/24 signed by Governor. 3/17 passed Senate 30-0; ready for Governor. 3/9 from Senate rules okay. 3/3 from Senate educ do pass. 2/18 referred to Senate educ. 1/28 passed House 57-2; ready for Senate.

**HB2060:****SCHOOLS; PLEDGE; QUIET REFLECTION**

Modifies requirements for school districts and charter schools relating to the Pledge of Allegiance to the U.S. flag (Pledge). For kindergarten and grades 1 through 4, students are required to recite the Pledge unless the student is excused at the request of a parent. For grades 4 through 12, school districts and charter schools are no longer required to set aside a specific time each day for students to recite the Pledge and are instead required 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 engage in quiet reflection and moral reasoning during this time unless excused at the request of a parent. Previously, school districts and charter schools were required to set aside a specific time each day for "those students who wish" to recite the Pledge.

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

Status: 2/23 from House rules okay. 2/18 from House gov-elect do pass. 1/14 referred to House educ.

**HB2061:****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. Fillmore (R - Dist. 16)

Status: 3/24 [withdrawn from Senate educ and further referred to Senate appro.](#) 3/17 referred to [Senate educ.](#) 1/28 passed House 59-0; ready for Senate.

**HB2062:****STUDENT APPRENTICESHIP PROGRAM; TAX CREDITS**

Establishes the Arizona Student Apprenticeship Pilot 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 2022, 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 equal to the amount the employer deposited in the separate interest-bearing accounts and disbursed to participant employees during the tax year. Tax credit requirements are listed. The Program terminates on January 1, 2028. Appropriates \$400,000 from the general fund in FY2021-22 to the Dept. for the Program.

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

Status: 1/14 referred to House ways-means, appro.

**HB2063:****SCHOOLS; STUDENT PROMOTIONS**

School district governing board policies must require, instead of authorize, 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.

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

Status: 3/24 [withdrawn from Senate educ and further referred to Senate appro.](#) 3/2 referred to [Senate educ.](#) 2/24 passed House 31-29; ready for Senate. 2/18 from House rules okay. 1/14 referred to House educ.

**HB2064:****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 FY2021-22 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: 1/14 referred to House educ, appro.

**HB2065:**

**MEDICAL FREEDOM; PARENTAL RIGHTS**

Students are no longer prohibited from attending school without submitting documentary proof of required immunizations to the school administrator. Schools are prohibited from requiring a student to receive the recommended immunizations and from refusing to admit or otherwise penalizing a student because that student has not received the recommended immunizations. If a parent chooses to have the student immunized, the parent is required to submit documentary proof to the school administrator to verify that the pupil has received the recommended immunizations if an outbreak occurs. 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 that the immunization is intended to prevent in that student's school and if 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.

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

Status: 1/14 referred to House hel-hu ser, educ.

**HB2105:**

**SCHOOL HEALTH PROGRAM; APPROPRIATION**

Establishes the School Health Program within the Arizona Department of Education (ADE) 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 ADE. Information that must be included in the program proposal is specified. ADE 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. ADE 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, 2031. Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to ADE for the Program.

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

Status: 1/14 referred to House educ, appro.

**HB2117: TEACHERS ACADEMY; SERVICE REQUIREMENT**

An undergraduate student who is receiving a scholarship from the Arizona Teachers Academy is allowed to begin fulfilling the student's service requirement after the student completes at least one year of the program in good academic standing but before the student graduates from the undergraduate program. The student may begin fulfilling the service requirement through volunteer or paid work in a school, including serving as a tutor, as an assistant teacher or in another position that is student learning focused. Student teaching does not count toward the service requirement.

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

Status: 1/25 from House rules okay.

**HB2121:**

**SCHOOLS; SUPERINTENDENTS; SEVERANCE PACKAGES; PROHIBITION**

Beginning from and after the effective date of this legislation, a school district is prohibited from providing a "severance package" to a school district superintendent. Does not apply if the school district has either explicitly or implicitly promised before the effective date of this legislation that

the superintendent was entitled to a severance package or if the superintendent is entitled to a severance package under federal law.

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

Status: 1/19 failed 4-5.

#### **HB2124:**

##### **CTEDS; AVERAGE DAILY MEMBERSHIP**

Students in an approved Career Technical Education District (CTED) centralized program, including one provided by a satellite campus, or a leased centralized program may generate an average daily membership for instruction received during any day of the week and at any time between July 1 and June 30 of each fiscal year. The Department of Education cannot restrict the instructional time by limiting the particular days of the week or time of the fiscal year for instruction to occur. Contains a legislative intent section.

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

Status: 3/10 from Senate educ do pass. 2/23 referred to Senate educ. 2/22 passed House 53-7; ready for Senate. 2/18 House COW approved with flr amend #4337. 1/19 House educ do pass; report awaited.

#### **HB2125:**

##### **SCHOOLS; PUPIL SUSPENSIONS AND EXPULSIONS**

A school district or charter school may suspend or expel a student enrolled in preschool, kindergarten, or grades one through four only if all the following apply: the student engaged in conduct on school grounds that either involves possession of a dangerous weapon without authorization from the school, involves the possession, use or sale of a dangerous drug or narcotic drug, or that immediately endangers the health or safety of others; failing to remove the pupil from the school building would create a safety threat that cannot otherwise reasonably be addressed; the school employs alternative behavioral and disciplinary interventions that are available, appropriate to the circumstances and that are considerate of health and safety; and the school district or charter school, by policy, provides for a readmission procedure that meets specified requirements.

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

Status: 2/11 retained on House COW calendar. 2/3 from House educ with amend #4072. 1/20 referred to House educ.

#### **HB2135:**

##### **SCHOOLS; STATE BOARD; RULES; MODULARIZATION**

The rules that the State Board of Education is required to adopt to define competency-based educational pathways for college and career readiness must include the ability for schools to modularize subjects and courses. A school that modularizes a subject or course is required to note the learning outcomes or competencies in which the student demonstrated competency or failed to demonstrate competency.

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

Status: 3/23 from Senate rules okay. 3/18 from Senate educ with amend #4849. 2/18 referred to Senate educ. 1/28 passed House 56-3; ready for Senate.

#### **HB2136:**

##### **DROPOUT RECOVERY PROGRAMS; PROGRAM PROVIDERS**

Modifies dropout recovery programs offered by school districts and charter schools that provide instruction to high school students. The State Board of Education is required to prescribe standards for school districts and charter schools to use when evaluating and selecting potential dropout recover program providers. Requirements that must be included in the standards are listed, including holding active accreditation by a regional accrediting body and providing teachers who hold a valid fingerprint clearance card. A school district or charter school will receive 0.1 average daily membership (ADM) for each one-half unit of "high school credit" (defined) that a student enrolled in a dropout recovery program at the school district or charter school attains. The ADM of a student cannot exceed 1.0 in any calendar year in which the student is participating in any

dropout recovery program. A dropout recovery program provider that violates statutory program requirements cannot be paid for students enrolled in the program during the time the provider was in violation. More.

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

Status: 1/20 referred to House educ.

**HB2137:**

**LITERACY; DYSLEXIA SCREENING; APPROPRIATIONS**

The deadline for school districts and charter schools to ensure that at least one kindergarten through third grade teacher in each school has received training related to dyslexia is extended two years to July 1, 2023. The deadline for the Department of Education to develop a dyslexia screening plan is extended one year to July 1, 2022. The subject knowledge test for a standard teaching certificate in early childhood education and elementary education must include an examination on reading instruction. Appropriates \$800,000 from the general fund in FY2021-22 and each fiscal year after to the Department of Education to distribute to school districts and charter schools to provide student screening for indicators of dyslexia. Appropriates \$280,000 from the general fund in FY2021-22 and each fiscal year after to the Department of Education for specified purposes, including to add three FTE positions to implement dyslexia screening requirements.

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

Status: 1/19 House educ held.

**HB2146:**

**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: 1/25 referred to House ways-means, educ.

**HB2147:**

**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: 1/25 referred to House ways-means, educ.

**HB2148:**

**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: 1/25 referred to House ways-means, educ.

**HB2149:**

**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: 1/25 referred to House educ.

**HB2150:****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: 1/25 referred to House educ hel-hu ser.

**HB2151:****EXPERIENCED TEACHER RETENTION; PILOT PROGRAM**

The Arizona Department of Education (ADE) 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, 2022, ADE 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, 2025, 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, 2028. Appropriates the following amounts from the general fund to ADE for the Program: \$2 million in FY2021-22, in FY2022-23, either \$2 million or \$2.5 million depending on the amount awarded to Program participants in FY2021-22; in FY2023-24, either the amount appropriated in FY2022-23 or \$5 million depending on the amount awarded to Program participants in FY2022-23. Appropriates \$100,000 from the general fund in FY2022-23 to ADE to distribute to the persons or entities that are selected to study the impact of the Program.

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

Status: 2/11 from House appro do pass.1/20 referred to House educ, appro.

**HB2159:****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: 2/18 referred to Senate trans-tech. 2/4 passed House 59-0; ready for Senate. 1/28 from House trans do pass.

**HB2174:****PROJECT ROCKET PILOT PROGRAM; APPROPRIATIONS**

Establishes the Project Rocket Pilot Program to improve academic outcomes for all students in schools that meet the eligibility requirements. Establishes the Project Rocket Fund, to be administered by the Department of Education at the direction of the State Board of Education. For FY2021-22, FY2022-23, and FY2023-24, the Dept. is required to distribute monies from the Fund to eligible school districts and charter schools. Each school that received a letter grade of C during the prior fiscal year with at least 60 percent of enrolled students qualifying for free or reduced-price lunches and each school that received a letter grade of D or F during the prior fiscal year will receive \$150 per student from the Fund. An eligible school is required to file a notice of intent to participate with the Board by July 1, 2021 and to submit an improvement plan to improve student outcomes by October 1, 2021 in order to receive funding. The plan is required to identify a mentor who can assist with academic achievement or include a partnership with an approved independent school improvement expert. School boards of a school that qualified based on a grade of F are required to establish a Project Rocket Committee to submit the school improvement plan, and the Committee is required to partner with an approved independent school improvement expert to implement the school improvement plan. The Board is required to identify two or more approved independent school improvement experts to be included on a partner network list through a request for proposals process. Criteria and requirements for independent school improvement experts are established. By June 1 of each year, participating schools are required to submit a report to the Board describing how the improvement plan has improved academic improvement. The Board is required to compile the reports and provide the information to the Governor and the Legislature by October 1, 2022 and October 1, 2023. The Board is required to submit a final report on the

Program to the Governor and the Legislature by December 1, 2024, and information that must be included in the report is listed. Appropriates \$44.57 million from the general fund in each of FY2021-22, FY2022-23, and FY2023-24 to the Project Rocket Fund. Appropriates \$1 million and seven FTEs from the general fund in each of FY2021-22, FY2022-23, and FY2023-24 to the Board to administer the Program. Retroactive to July 1, 2021.

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

Status: 1/27 from House educ with amend #4022.

#### **HB2175:**

##### **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: 2/18 referred to Senate educ. 2/4 House COW approved. Passed House 45-14; ready for Senate. 3/16 from Senate rules okay. 3/10 from Senate educ do pass. 1/27 from House educ do pass.

#### **HB2179:**

##### **NEW SCHOOL FACILITIES; ~~BASE COSTS~~ ~~ADDITIONAL FUNDING~~**

School districts are authorized to request funding from the New School Facilities Fund if the average daily membership projections indicate that additional space will be needed within the next three school years, instead of two school years, in order to meet the minimum school facility adequacy guidelines. The School Facilities Board (SFB) is authorized to modify the base cost per square foot for particular schools if the school district elected in the project capital plan to limit the project only to a scope necessary to meet the minimum school facility adequacy guidelines and the SFB determines that the cost per square foot of funding is inadequate to cover the total cost required. Requires school district capital plans that indicate a need for a new school or an addition to an existing school to indicate whether the school district intends the additional school space to be limited to meeting the minimum adequacy guidelines or whether the project will be supplemented by local funding. Also makes changes that are conditionally enacted on H2555 (SFB; DEPARTMENT OF ADMINISTRATION) becoming law, which conform statutes to the SFB being transferred to the Department of Administration as contained in H2555. AS PASSED HOUSE ~~If a school district qualifies for monies distributed from the New School Facilities Fund but the amount is inadequate to cover the total contracted costs for the new school construction, the school district is eligible for additional monies from the Fund if the school district is either eligible for basic state aid equal to 90 percent or more of its equalization base, or has a secondary net assessed value per student for the students the new school construction will serve of \$100,000 or less. If a school district is eligible for additional monies, the school district will receive an additional amount of from the Fund that is equal to the amount necessary for the new school construction to meet the minimum school facility adequacy guidelines.~~

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

Status: 3/8 referred to Senate appro. 3/4 passed House 51-8; ready for Senate. 2/23 from House appro with amend #4422. From House rules okay. 2/3 from House educ with amend #4073. 1/25 referred to House educ, appro.

#### **HB2184:**

##### **SEX EDUCATION; PARENTAL CONSENT; SCHOOLS**

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 6th 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. 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. By December 15, 2021, 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:* Rep. Blackman (R - Dist. 6)

Status: 1/25 referred to House educ, hel-hu ser.

#### **HB2241:**

##### **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: 3/16 from Senate rules okay. 3/10 from Senate educ do pass. 2/18 referred to Senate educ. 2/4 passed House 59-0; ready for Senate. 1/27 from House educ do pass.

#### **HB2251:**

##### **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.

#### **HB2268:**

##### **SCHOOLS; TOTAL COMPENSATION STATEMENTS**

School district governing boards and charter school governing bodies are required to annually provide a total compensation statement to each employee that includes a list of specified pay and benefits.

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

Status: 3/18 withdrawn from Senate educ and further referred to Senate appro. 2/18 referred to Senate educ. 2/4 passed House 59-0; ready for Senate. 1/27 from House educ do pass.

#### **HB2278:**

##### **APPROPRIATION; EARLY CHILDHOOD; WAIT LIST**

Appropriates \$5.7 million from the general fund in FY2021-22 to the Arizona Early Childhood Development and Health Board to provide additional monies for eligible childcare centers and preschools on the quality first program applicant wait list to enroll in the program.

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

Status: 1/25 referred to House hel-hu ser, appro.

**HB2280:****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 1/3 of the initial proposed percentage increase in the last year.

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

Status: 1/26 referred to House ways-means, educ.

**HB2281:****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: 1/26 referred to House educ.

**HB2287:****APPROPRIATION; ELECTRIC SCHOOL BUSES**

Appropriates \$1.5 million from the general fund in FY2021-22 to the Department of Education to award grants to school districts to purchase electric school buses.

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

Status: 1/26 referred to House educ, appro.

**HB2301:****CTEDS; LETTER GRADES; EXCLUSION**

Career Technical Education Districts are prohibited from being assigned a letter grade as part of the annual achievement profile compiled by the Department of Education.

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

Status: 2/18 signed by Governor. 2/3 House COW approved. Passed House 59-0; ready for Senate. 1/27 from House educ do pass.

**HB2315:****SCHOOL DISTRICTS; ELECTRONIC SIGNATURE FILING**

The list of candidates that may gather petition signatures through a secure internet portal system provided by the Secretary of State is expanded to include candidates for school board office.

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

Status: 1/21 referred to House gov-elect.

**HB2322:****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: 3/17 referred to Senate educ. 2/24 passed House 59-0; ready for Senate. 2/17 from House educ do pass. 1/26 referred to House educ.

**HB2393:****SCHOOLS; UNIVERSITIES; CONSULAR IDENTIFICATION CARDS**

School districts and charter schools are required to accept a consular identification card to show verifiable documentation of Arizona residency. Community colleges and universities under the jurisdiction of the Arizona Board of Regents are required to accept a consular identification card

as a valid form of identification. The state and political subdivisions are required to accept a consular identification card that is issued by a foreign government as a valid form of identification if the foreign government uses "biometric identity verification techniques" (defined) in issuing the card, instead of being prohibited from accepting a consular identification card as a valid form of identification.

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

Status: 1/27 referred to House gov-elect.

#### **HB2401:**

##### **JUVENILE DEPENDENCY; STATE AID; APPROPRIATION**

Establishes the State Aid for Juvenile Dependency Proceedings Fund (SAJDP Fund), to be administered by the Arizona Criminal Justice Commission and used to provide state aid to county public defenders, legal defenders and contract indigent defense counsel for the processing of juvenile dependency cases. On or before September 1 of each fiscal year, the Commission is required to distribute monies in the State Aid to Indigent Defense Fund to each county in which the three-year average of the total juvenile dependency case filings in the superior court in the county exceeds the three-year average juvenile dependency case filings in the superior court of the county for fiscal years 2012-2013, 2013-2014 and 2014-15 based on the proportion that the population of each qualifying county bears to the total qualifying county population. Each county board of supervisors is required to separately account for these monies and may spend these monies only to provide state aid to county public defenders, legal defenders and contract indigent defense counsel for the processing of juvenile dependency cases. Appropriates \$2 million from the general fund in FY2021-22 to the SAJDP Fund.

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

Status: 3/17 from Senate appro do pass. 3/2 referred to Senate appro. 2/24 passed House 54-5; ready for Senate. 2/18 from House appro do pass. 1/27 referred to House jud, appro.

#### **HB2403:**

##### **SCHOOLS; PERFORMANCE EVALUATIONS**

Charter school governing bodies and school district governing boards are not required to conduct principal or teacher performance evaluations in the 2020-21 school year. For a teacher who was designated in the lowest performance classification for the 2019-2020 school year, the absence of an evaluation in the 2020-2021 school year cannot be used to enforce dismissal or nonrenewal procedures. A teacher evaluation in the 2020-21 school year is not required to a teacher to be eligible to receive performance pay from the Classroom Site Fund. These provisions self-repeal January 1, 2023. Retroactive to July 1, 2020. Emergency clause.

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

Status: 3/24 from Senate educ with amend #4915. 2/24 referred to Senate educ. 2/2 from House rules okay. 1/27 from House educ do pass.

#### **HB2417:**

##### **GIFTED PUPILS; APPROPRIATION**

Appropriates \$300,000 and three FTE positions from the general fund in FY2021-22 to the Arizona Department of Education (ADE) to administer additional assistance for gifted education programs and provide technical assistance to schools. The Legislature intends that ADE prioritize the distribution of monies to public schools at which 60 percent or more of the students are eligible for free or reduced-price lunches under the National School Lunch and Child Nutrition Acts, and distribute the monies to the public schools in increments of \$10,000, to the extent practicable.

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

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

**HB2418:****GROUP B WEIGHT; GIFTED PUPILS**

For school finance purposes, the definition of "group B" is expanded to include educational programs for gifted students, and a support level weight of 0.007 is created for funding category "G" (defined as programs for gifted students).

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

Status: 2/10 from House educ with amend #4151. 1/27 referred to House educ, appro.

**HB2419:****SCHOOL FUNDING; INFLATION ADJUSTMENT**

Beginning in FY2021-22, the Legislature is required to increase the amount of the district additional assistance and charter additional assistance by at least two percent. For FY2022-23 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

FY2021-22.*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: 2/2 referred to House educ, appro.

**HB2421:****SCHOOLS; DISTANCE LEARNING COURSES; FUNDING**

Beginning in the 2022-2023 school year, school districts and charter schools are authorized to offer distance learning courses to any student in Arizona whether or not that student is enrolled in the school district or charter school. Any student in Arizona who is in grades 6 through 12 is permitted to enroll in up to two distance learning courses each year. A student may enroll in any distance learning class, whether or not the student is enrolled in the school district or charter school that offers the course. The State Board of Education is required to establish application policies and procedures for distance learning courses, and school districts and charter schools are required to apply to the Board to offer a distance learning course. School districts and charter schools that offer distance learning courses are authorized to charge a reimbursement fee for the cost of the course to the school district or charter school in which the student is enrolled, and are prohibited from including a student who is enrolled in a distance learning course but who does not attend any other courses at the school district or charter school for the purposes of calculating average daily membership. School districts and charter schools are authorized to include a student who is enrolled in the school district or charter school and who is enrolled in a distance learning course in another school district or charter school for the purposes of calculating average daily membership if a list of specified conditions apply.

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

Status: 2/17 from House educ with amend #4299. 1/26 referred to House educ.

**HB2423:****IMMUNIZATIONS; EXEMPTION; REQUIREMENTS**

A person who is required to receive an immunization for any purpose, including as a condition of employment, school attendance or obtaining any license, certification or degree, is allowed to claim an exemption from the immunization requirement if there is not a vaccine that has been approved by the U.S. Food and Drug Administration available to fulfill the requirement that also meets all of a list of specified criteria, including that the risk of permanent disability or death from the vaccine has been proven to be less than that caused by the infection it is intended to prevent. A person may claim the exemption on the person's own behalf or on behalf of the person's child or dependent.

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

Status: 1/26 referred to House hel-hu ser.

**HB2430:****PUBLICITY PAMPHLET; SUBMITTAL DATES**

The deadline for Legislative Council to file with the Secretary of State an impartial analysis of the provisions of each ballot proposal for inclusion in the publicity pamphlet is moved to 30 days preceding the regular primary election, from 60 days preceding. The deadline for a person to file with the Secretary of State an argument advocating or opposing a ballot measure for inclusion in the publicity pamphlet is moved to 27 days preceding the regular primary election, from 48 days preceding. Emergency clause.

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

Status: 3/2 referred to Senate gov. 2/24 House COW approved. Passed House 57-1; ready for Senate. 2/4 from House gov-elect do pass. 1/26 referred to House gov-elect.

**HB2434:****TEACHER SALARY INFORMATION; REVENUE STREAMS**

The budget for school districts and charter schools is required to contain the revenue streams used to fund teacher salaries. School districts and charter schools are required to prominently post the revenue streams used to fund teacher salaries on the district website home page separately from the budget.

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

Status: 1/26 referred to House educ.

**HB2435:****SCHOOLS; GOVERNING BOARDS; ELECTIONS; REVISIONS**

Makes various changes relating to school district governing board elections. A simple majority of school district governing board members are required to be parents, guardians, or grandparents of a child currently attending a school in the school district. Establishes a process where candidates meeting this qualification are elected separately to 3 seats on a board with 5 seats or to 2 seats on a board with 3 seats. The other members of the school district governing board may be at-large members with any background. A person is not eligible to serve more than two consecutive terms on a school district governing board, except that if there is an insufficient number of candidates to fill the governing board vacancies, the county school superintendent is authorized to appoint a governing board member who has served two consecutive terms to serve on the governing board until the next election. After serving the maximum number of terms on a school district governing board, including any part of a term served, a person cannot serve again on the school district governing board until the person has been out of office for at least one full term. The list of candidates that may gather petition signatures through a secure internet portal system provided by the Secretary of State is expanded to include candidates for school board office. Session law allows all persons serving as members of a school district governing board on the effective date of this legislation to continue to serve until the expiration of their normal terms.

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

Status: 3/3 FAILED House 15-44. 2/24 retained on House COW calendar. 2/18 House gov-elect do pass; report awaited. 1/26 referred to House educ.

**HB2439:****MISSING CHILDREN; REPORTING REQUIREMENTS ~~TECH CORRECTION;~~  
~~MISSING CHILDREN~~**

The Department of Child Safety (DCS) is required to make a list of specified information relating to runaway children, taken children, and missing children available for each six-month period beginning on January 1, or July 1. DCS is required to make the information available within 90 days after the end of the reporting period, and to notify the Governor and the Legislature each time the information is made available. Session law specifies the first reporting period is June 1, 2021 through December 31, 2021. Self repeals January 1, 2026. AS PASSED HOUSE

Minor change in Title 8 (Child Safety) related to missing children. Apparent striker bus.

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

Status: 3/24 Senate hel-hu ser amended; report awaited. 3/2 referred to Senate hel-hu ser. 2/24 House COW approved with amend #4329. NOTE SHORT TITLE CHANGE. Passed House 59-0; ready for Senate. 2/18 from House jud with amend #4329. 2/4 referred to House jud.

**HB2458:**

**SCHOOLS; UNIVERSITIES; CONSULAR IDENTIFICATION CARDS**

School districts and charter schools are required to accept a consular identification card to show verifiable documentation of Arizona residency. Community colleges and universities under the jurisdiction of the Arizona Board of Regents are required to accept a consular identification card as a valid form of identification. The state and political subdivisions are required to accept a consular identification card that is issued by a foreign government as a valid form of identification if the foreign government uses "biometric identity verification techniques" (defined) in issuing the card, instead of being prohibited from accepting a consular identification card as a valid form of identification.

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

Status: 2/24 House COW approved with flr amend #4485. 2/17 from House gov-elect do pass. 1/27 referred to House gov-elect.

**HB2463:**

**APPROPRIATION; DPS; SCHOOL SAFETY PROGRAM**

The Public Safety Interoperability Fund is renamed the Arizona School Safety Fund, and responsibility for administering the Fund is transferred to the State Treasurer, from the Department of Public Safety. Monies in the Fund must be distributed to the Maricopa County Sheriff and may be used only for a school safety pilot program, instead of interoperable communication systems. Requirements for the school safety pilot program are specified. By November 1 of each year, the Maricopa County Sheriff is required to submit a report to the Joint Legislative Budget Committee of all expenditures made for the pilot program in the preceding fiscal year. The pilot program terminates on July 1, 2024. Appropriates \$2.5 million from the general fund in FY2021-22 to the Arizona School Safety Fund. AS PASSED HOUSE ~~and monies in the Fund may be used only for school safety programs instead of interoperable communication systems. Appropriates \$2 million from the general fund in FY2021-22 to the Arizona School Safety Fund for a school safety program that meets a list of specified requirements.~~

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

Status: 3/25 from Senate appro with amend #4912. 3/16 Senate appro held. 3/8 referred to Senate appro. 3/4 House COW approved with amend #4137 and flr amends #4736 and #4741. Passed House 39-20; ready for Senate. 2/23 retained on House COW calendar. 2/11 from House appro do pass. 1/27 referred to House mil-pub safety, appro.

**HB2503:**

**EMPOWERMENT SCHOLARSHIP ACCOUNTS; STUDENT VICTIMS**

For the purpose of empowerment scholarship accounts (ESA), the definition of "qualified student" is expanded to include a child who is the alleged victim of assault, harassment, hazing, kidnapping, aggravated assault, theft, burglary, sexual harassment, sexual assault, a sexual offense, threatening or intimidating, fighting, sex trafficking or human trafficking, and the incident occurred on school grounds, on a school bus, at a school bus stop or at a school-sponsored event or activity, including through the use of electronic technology or an electronic communication on a school computer, network, forum or mailing list. On receipt of a police report or an administrative or court pleading involving an incident of any of these crimes, the school principal is required to provide a copy of the report to the parent of the alleged victim and investigate the incident. On conclusion of the investigation or within 15 days after the incident was reported, whichever occurs first, the school district or charter school is required to notify the parent of the alleged victim about eligibility for an ESA. More.

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

Status: 2/2 referred to House educ.

**HB2536:****SCHOOLS; INDIVIDUALIZED EDUCATION PROGRAMS; COMPLIANCE**

On receiving a "special need transfer student," a "receiving school" (both defined) is required to recognize the requirements specified within the existing individualized education program (IEP), and ensure that the specific educational services required in the existing IEP are provided to the student within 30 days after the student's first day of attendance at the school. The receiving school may contest the validity of an existing IEP, but is required to follow the requirements of the existing IEP while it is being challenged and reevaluated, unless the receiving school, with the consent of a parent, provides funding directly to the parent to purchase appropriate services, in accordance with state and federal law.

*First sponsor:* Rep. Longdon (D- Dist. 24)

Status: filed.

**HB2549:****PROBABLE CAUSE HEARING; PANDEMIC LIABILITY**

Subject to Arizona rules of court, the court is required to conduct a probable cause hearing for every civil action that is filed and that claims a party is liable for damages based on contracting an illness that is a public health pandemic. At the probable cause hearing, the plaintiff has the burden of proof to demonstrate that there is sufficient evidence to establish that the injury exists and that the defendant is likely the cause of the injury. On a finding of probable cause, the court may proceed to a trial on the merits.

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

Status: [3/8 referred to Senate jud.](#) 3/4 passed House 31-28; ready for Senate. 2/24 House COW approved with amend #4330. 2/18 from House jud with amend #4330. 1/28 referred to House jud.

**HB2557****SCHOOLS; DRUG VIOLATIONS; REPORTING OPTIONS**

In lieu of the requirement to immediately report a drug violation to a peace officer, and if the violation involves a student, a school administrator is permitted to refer the student to an appropriate program for at-risk students that is selected by the school.

*First sponsor:* Rep. Rodriguez (D - Dist. 27)

Status: 2/2 referred to House jud.

**HB2566:****STO SCHOLARSHIPS; LOW-INCOME REQUIREMENTS**

To be eligible to receive an educational scholarship or tuition grants from a school tuition organization, a student's family income cannot exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under the federal National School Lunch and Child Nutrition Acts.

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

Status: 2/2 referred to House ways-means, educ.

**HB2592:****STOS; QUALIFIED SCHOOLS; PRESCHOOL PROGRAMS**

Eligibility requirements for students to receive educational scholarships or tuition grants from tax credit contributions to school tuition organizations (STOs) are expanded to include students whose family income does not exceed 185 percent of the income limit required to qualify for reduced-price lunches and who either attended a preschool program at a government school or enroll in a "quality preschool program" (defined as a preschool program that is accredited by a national early childhood development organization or that is rated at a quality level of three or higher by the Arizona Early Childhood Development and Health Board), except that children who receive a

scholarship or grant to attend a quality preschool program are not eligible to receive a scholarship or grant for a kindergarten program in a subsequent year. Beginning in 2021, the scholarship or grant limit for any quality preschool program is the 2020 scholarship limit for a preschool that offers services to students with disabilities plus \$100 and increases annually according to a statutory formula.

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

Status: 2/2 referred to House educ, ways-means.

**HB2637:**

**APPROPRIATION; STEM INTERNSHIPS**

Appropriates \$2 million from the general fund in FY2021-22 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. By December 1, 2022, the Authority is required to submit a report to the Governor and the Legislature on the stipends and internships.

*First sponsor:* Rep. Shah (D - Dist. 24)

Status: 1/28 referred to House educ, appro.

**HB2643:**

**TEACHERS WORKFORCE DATABASE**

The Arizona Department of Education (ADE) is required to adopt policies prescribing the "designated database information" (defined) to be collected for a teachers workforce database. Beginning January 2, 2023, ADE is required to collect from applicants for initial or renewal teacher certification the designated database information. Personally identifiable information collected for the database is confidential and is not a public record.

*First sponsor:* Rep. Shah (D - Dist. 24)

Status: 1/28 referred to House educ.

**HB2644:**

**SCHOOL HEALTH PROGRAM; APPROPRIATION**

Establishes the School Health Program within the Arizona Department of Education (ADE) 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 ADE. Information that must be included in the program proposal is specified. ADE 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. ADE 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, 2031. Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to ADE for the Program.

*First sponsor:* Rep. Shah (D - Dist. 24)

Status: 2/1 referred to House educ, appro.

**HB2647:**

**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.

**HB2656:**

**SCHOOLS; CURRICULUM; MENTAL HEALTH**

The State Board of Education must require that all health education instruction include mental health instruction. Mental health instruction may be included in a health course or another existing course and is required to incorporate the multiple dimensions of health by including mental health and the relationship of physical and mental health to enhance student understanding, social and emotional learning, and attitudes and behavior that promote health and well-being.

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

Status: 2/1 referred to House educ, hel-hu ser.

**HB2657:**

**RESULTS-BASED FUNDING; REPEAL; APPROPRIATION**

Repeals the Results-Based Funding Fund and statute requiring the Arizona Department of Education (ADE) to distribute monies from the Fund to school districts and charter schools based on a specified formula. Appropriates \$68.6 million from the general fund in FY2021-22 to ADE to distribute to school districts and charter schools that receive federal Title I monies according to a specified formula.

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

Status: 2/1 referred to House educ, appro.

**HB2661:**

**APPROPRIATION; SCHOOLS; TREES**

Appropriates \$400,000 from the general fund in FY2021-22 to the Arizona Department of Education (ADE) 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, 2021, ADE 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. ADE cannot distribute more than \$10,000 to a school campus.

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

Status: 2/1 referred to House educ, appro.

**HB2665:**

**AUDITOR GENERAL; CHARTER SCHOOLS**

The school-wide audit team in the office of the Auditor General is required to conduct performance audits and monitor charter schools in the same manner it audits and monitors school districts.

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

Status: 2/2 referred to House educ, appro.

**HB2666:**

**ARIZONA ONLINE INSTRUCTION; COST STUDY**

The Auditor General is required to conduct and complete a cost study of Arizona online instruction, and information that must be included in the study is specified. Appropriates \$150,000 from the general fund in FY2021-22 to the Auditor General for the cost study.

*First sponsor:* Rep. Epstein (D - Dist. 18)  
Status: 2/2 referred to House educ, appro.

**HB2669:**

**APPROPRIATION; ELEMENTARY SCHOOL DISTRICT**

Makes a supplemental appropriation of \$4.5 million from the general fund in FY2021-22 to the Department of Education to distribute to an elementary school district that the School Facilities Board approved in FY2019-20 for additional space that would serve at least 500 students but not more than 600 students.

*First sponsor:* Rep. John (R - Dist. 4)  
Status: 2/18 referred to Senate appro. 2/4 from House appro do pass. 1/27 referred to House educ, appro.

**HB2703:**

**TECHNOLOGY-BASED SCHOOL READINESS PILOT PROGRAM**

Establishes the Technology-based School Readiness Pilot Program during FY2021-22 and FY2022-23, to be administered by the Arizona Department of Education (ADE), and establishes criteria for the Program. By November 1, 2021, ADE is required to contract through a request for proposals with a service provider that is a 501(c)(3) organization and that demonstrates previous success conducting technology-based school readiness programs through independent, valid and reliable evaluations. Establishes eligibility requirements for children to participate in the Program. By January 1, 2023, ADE is required to submit a report containing specified information on the Program to the Governor and the Legislature. The Program self-repeals January 1, 2024. Appropriates \$2 million from the general fund in FY2021-22 to ADE for the Program.

*First sponsor:* Rep. Teller (D - Dist. 7)  
Status: 1/27 referred to House educ, appro.

**HB2704:**

**SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE**

Beginning in the 2023-2024 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 2022, 2023 and 2024. Emergency clause.

*First sponsor:* Rep. Teller (D - Dist. 7)  
Status: 2/2 referred to House educ.

**HB2705:**

**SCHOOLS; DRESS CODE; GRADUATION CEREMONIES**

School district governing boards and charter schools cannot establish a dress code policy that prohibits a student from wearing traditional tribe regalia or objects of cultural significance at a graduation ceremony. Emergency clause.

*First sponsor:* Rep. Teller (D - Dist. 7)  
Status: 3/9 from Senate rules okay. 3/3 from Senate educ do pass. 2/18 referred to Senate educ. 2/3 from House educ do pass. 1/27 referred to House educ.

**HB2710:****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 FY2021-22 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: 2/2 referred to House educ, appro.

**HB2729:****SPECIAL EDUCATION; GROUP B WEIGHTS**

Monies in the Extraordinary Special Education Needs Fund are continuously appropriated, instead of subject to legislative appropriation. The Arizona Department of Education (ADE) is authorized to retain up to two percent of the monies in the Fund for administration purposes. ADE 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. ADE 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. ADE is required to report to the Governor and the Legislature by December 15 of each year on claims funded in the previous year. Certain special education related group B support level weights are increased. Appropriates \$5 million from the general fund in FY2021-22 to the Fund.

*First sponsor:* Rep. Schwiebert (D - Dist. 20)

Status: 2/2 referred to House educ, appro. filed.

**HB2730:****PUBLIC SCHOOLS; 2020-2021; 2021- 2022; FUNDING**

For the purposes of computing base support level funding for FY2020-21, the weighted student count for a school district, charter school, or Career Technical Education District (CTED) is the greater of the weighted student count computed for FY2018-19, FY2019-20, or FY2020-21. For the purposes of computing base support level funding for FY2021-22, the weighted student count for a school district, charter school, or CTED is the greater of the weighted student count computed for FY2018-19, FY2019-20, FY2020-21, or FY2021-22. For FY2020-2021, the amounts for charter additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, or FY2020-21. For FY2021-2022, the amounts for charter additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, FY2020-21,

or FY2021-22. For FY2020-2021, the amounts for district additional assistance must be computed using the greater of the student count for FY2018-19 or FY2019-20. For FY2021-2022, the amounts for district additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, or FY2020-21. For FY2020-2021, students who receive instruction through a distance-learning plan are required to be funded at the same amount as students receiving in-person instruction and cannot be funded as students receiving Arizona online instruction. Retroactive to July 1, 2020. Emergency clause.

*First sponsor:* Rep. Schwiebert (D - Dist. 20)

Status: filed.

#### **HB2731:**

##### **APPROPRIATIONS; GIFTED EDUCATION PROGRAMS**

Appropriates \$5 million from the general fund in each of FY2021-22, FY2022-23, and FY2023-24 to the Arizona Department of Education (ADE), with \$4.7 million allocated for additional assistance for gifted education programs, and \$300,000 allocated to ADE to administer the additional assistance.

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

Status: filed.

#### **HB2732:**

##### **TEACHERS ACADEMY; MENTAL HEALTH PROFESSIONALS**

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 psychologists, school social workers and school counselors in Arizona. Changes the name of the Academy to the Arizona Teacher, School Psychologists, School Social Workers and School Counselors Academy. Due to voter protection, a section of this legislation with a conforming change requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

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

Status: 2/3 referred to House educ. filed.

#### **HB2733:**

##### **SCHOOLS; GROUP B WEIGHT; ELIGIBILITY**

For the purpose of school base support level funding, establishes a weighted student count of 0.075 to 0.250 for the newly established "FRPL" (defined as students who meet the economic eligibility requirements for the federal National School Lunch and Child Nutrition Acts for free or reduced-price lunches), depending on the percentage of students at that school that meet the economic eligibility requirements. For FY2021-22, only schools in which 96 percent or more of the students meet the economic eligibility requirements qualify for the FRPL group B weight. For FY2022-23, only schools in which 91 percent or more of the students meet the economic eligibility requirements qualify for the FRPL group B weight.

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

Status: filed.

#### **HB2734:**

##### **CANDIDATES; SCHOOL, LOCAL; ELECTRONIC SIGNATURES**

The list of candidates that may gather petition signatures through a secure internet portal system provided by the Secretary of State is expanded to include candidates for school board office and any office for which a county administers the election.

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

Status: 2/4 referred to House gov-elect. filed.

**HB2754:****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, 2022, all school resource 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 Arizona Department of Education (ADE) the number of school resource officers or juvenile probation officers per school. Appropriates \$241,500 from the general fund in FY2021-22 to ADE for the costs of the training.

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

Status: 2/23 from House appro do pass. From House rules okay. 2/10 from House educ do pass. 2/2 referred to House educ, appro. filed.

**HB2762:****STATEWIDE ASSESSMENT; 2020-2021 SCHOOL YEAR**

For the 2020-2021 school year, the statewide assessment is canceled, students are not required to meet the statutory requirements to be promoted from the third grade, and a public school's letter grade is the 2018-2019 letter grade. Retroactive to July 1, 2020. Emergency clause.

*First sponsor:* Rep. Salman (D - Dist. 26)

Status: 2/3 referred to House educ.

**HB2789:****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: 2/8 referred to House hel-hu ser, educ. filed.

**HB2819:****INNOVATIVE ASSESSMENT PILOT PROGRAM; APPROPRIATIONS**

The State Board of Education (SBE) is required to conduct a three-year innovative assessment pilot program during the 2021-2022, 2022-2023 and 2023-2024 school years. Before the 2021-2022 school year, SBE is required to issue a request for proposals to contract with the provider of an innovative assessment. Requirements for the innovative assessment are specified. SBE is required to select a representative sample of schools that apply to participate in the pilot program. SBE is required to report to the Governor and the Legislature on the results of the pilot program by December 31, 2024. Appropriates the following amounts from the general fund in the following fiscal years to SBE for the pilot program: \$750,000 in FY2021-22, \$1.5 million in FY2022-23, and \$1.75 million in FY2023-24.

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

Status: 2/17 from House educ do pass.

**HB2825:****ARIZONA ONLINE INSTRUCTION; STUDY COMMITTEE**

Establishes a 15-member Study Committee on Arizona Online Instruction to examine studies on the comparative effectiveness of asynchronous digital teaching and learning programs in K-12 charter school education to traditional instruction and develop related recommendations. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by December 15, 2021, and self- repeals January 1, 2022.

*First sponsor:* Rep. Schwiebert (D - Dist. 20)

Status: 2/8 referred to House educ.

**HB2840:****MISCONDUCT INVOLVING WEAPONS; SCHOOL GROUNDS**

The exemption from misconduct involving weapons by knowingly possessing a deadly weapon on school grounds for firearms carried within a means of transportation under the control of an adult is modified so that the firearm is permitted to be loaded.

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

Status: 3/23 from Senate rules okay. 3/18 Senate jud do pass; report awaited. 3/4 referred to Senate jud. 2/24 House COW approved. 2/18 from House jud do pass.

**HCR2004:****SCHOOLS; CONSOLIDATION; UNIFICATION**

The 2022 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, 2028. 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 FY2028-29, FY2029-30 and FY2030-31. By September 15, 2023, 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, 2026, 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, 2028. Appropriates \$250,000 from the general fund in FY2023-24 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: 1/26 referred to House educ, appro.

**HCR2005:****ENGLISH LANGUAGE EDUCATION; REQUIREMENTS**

The 2022 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: 2/18 referred to Senate educ. 1/28 passed House 58-1; ready for Senate.

**HCR2016:****INITIATIVES; SUPERMAJORITY VOTE REQUIREMENT**

The 2022 general election ballot is to carry the question of whether to amend the state Constitution to require approval by 60 percent of the votes cast on the measure for an initiative or referendum measure to become law, instead of a majority of the votes cast.

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

Status: 3/23 from Senate gov do pass. 3/8 referred to Senate gov. 3/4 passed House 31-29; ready for Senate. 2/24 retained on House COW calendar. 2/18 from House gov-elect do pass. 2/3 referred to House gov-elect. filed.

**HCR2025:****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. Udall (R - Dist. 25)

Status: 2/3 from House educ do pass. 1/27 referred to House educ, appro.

**HCR2030:****TEACHERS; ETHICS STANDARDS; RULES**

The 2022 general election ballot is to carry the question of whether to amend state statute to require the State Board of Education, by February 1, 2023, to adopt rules to provide for a classroom code of ethics and professional standards of behavior. Requirements for the rules are specified, including prohibiting teachers and teaching assistants from supporting or opposing during class time any candidate for public office, any proposed or enacted legislation, any proposed or decided court case or judicial action, and any proposed or executed executive action. Establishes penalties for violations.

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

Status: 2/3 referred to House educ. filed.

**HR2004:****SUSPENDED STUDENTS; VIRTUAL EDUCATION; SUPPORT**

The members of the House of Representatives express their strong support for all schools in Arizona to provide appropriate interventions for students before resorting to suspensions and expulsion and to provide suspended or expelled students with appropriate virtual or other forms of distance education opportunities to keep them engaged with the education system and their futures.

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

Status: 2/23 passed House 58-0; ready for Senate. 2/16 from House rules okay. 2/3 referred to House educ.

**SENATE BILLS****SB1005:****SCHOOLS; CHILD ABUSE PREVENTION EDUCATION**

Beginning in the 2021-22 school year, school districts and charter schools are required to establish education and training on child 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: 1/11 referred to Senate educ, appro.

**SB1026:**

**APPROPRIATIONS; EXTENDED BUS ROUTES**

Appropriates \$200,000 from the general fund in each of FY2021-22 and FY2022-23 to the Department of Transportation to distribute to a regional public transportation authority to extend bus routes to Apache Junction. By December 31, 2023, the Dept. is required to submit an assessment of the long-term efficacy of extending the bus routes and a recommendation for long-term funding of the bus routes to the Governor and the Legislature.

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

Status: 1/11 referred to Senate appro.

**SB1028:**

**ALTERNATIVE ASSESSMENT; 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 and meets criteria specified by the Board. Establishes a 13-member Alternative Assessment Study Committee to discuss alternative assessments and related issues. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by December 1, 2021, and self-repeals July 1, 2022.

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

Status: 3/18 signed by Governor. 3/11 passed House 59-0; ready for Governor. 3/3 from House educ do pass. 2/23 referred to House educ. 1/28 passed Senate 28-1; ready for House.

**SB1035:**

**TECHNICAL CORRECTION; PRIVATE SCHOOLS**

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

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

Status: 1/11 referred to Senate rules only.

**SB1041:**

**STOS; AGGREGATE CAP INCREASE**

The aggregate dollar amount of the cap on the tax credit for contributions to school tuition organizations is increased to \$10 million in FY2021-22, \$15 million in FY2022-23, and \$20 million in FY2023-24, from \$5 million. For FY2024-25 and each FY after, the aggregate dollar amount of the cap on the tax credit for contributions to school tuition organizations is increased by the greater of either the percentage of the annual increase in the metropolitan Phoenix consumer price index or two percent.

*First sponsor:* Sen. Livingston (R - Dist. 22)

Status: 3/10 from House ways-means do pass. 2/23 referred to House ways-means. 2/1 passed Senate 16-14; ready for House. 1/28 Senate COW approved with floor amend #4046.

**SB1056:**

**ENERGY; WATER; SAVINGS ACCOUNTS**

The maximum length of a contract between a county or municipality and an energy or water services company to pay for the incremental cost of energy or water savings measures in facilities owned by the county or municipality is increased to 25 years, from 15 years. Other costs and revenue are included in the estimated impact to be achieved by a county or municipality through energy or water savings measures or services. Reports on school district contracts for guaranteed

energy cost savings must be filed with the Department of Administration, instead of the Governor's Office of Energy Policy.

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

Status: 2/26 signed by Governor. 2/22 substituted in House for identical bill 2333. Passed House 60-0; ready for Governor. 2/4 passed Senate 29-0; ready for House. 1/28 from Senate nat res-energy-water do pass.

**SB1058:**

**SCHOOLS; LEARNING MATERIALS; ACTIVITIES**

By July 1 of each year, each school district and charter school is required to prominently list on a publicly accessible portion of its website the "learning materials" and "activities" (both defined) that were used for student instruction at the school during the prior school year, organized by subject area and grade, and any procedures in effect for review or approval of the learning materials and activities. Information that must be included in the list is specified.

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

Status: 3/9 referred to House educ. 3/3 passed Senate 16-14; ready for House. 2/2 from Senate rules okay. 1/27 from Senate educ with amend #4031.

**SB1061:**

**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) has engaged in immoral or unprofessional conduct. The State Board of Education is authorized to review a complaint 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 been prohibited from employment at a school district or charter school by the Board under this legislation.

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

Status: 1/26 from Senate rules okay.

**SB1097:**

**PUPILS; EXCUSED ABSENCES; MENTAL HEALTH**

The Arizona Department of Education (ADE) is required to identify an absence due to the mental or behavioral health of a pupil as an excused absence. ADE 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: 3/18 signed by Governor. 3/11 passed House 37-23; ready for Governor. 3/3 from House educ do pass. 2/23 referred to House educ. 1/28 passed Senate 29-0; ready for House.

**SB1098:**

**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: 1/12 referred to Senate fin.

**SB1099:****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. Changes the name of the Academy to the Arizona Teacher, School Social Workers and School Counselors Academy. Due to voter protection, a section of this legislation with a conforming change requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

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

Status: 1/12 referred to Senate educ.

**SB1100:****SCHOOL COUNSELORS; GRANTS**

Beginning in the 2026-2027 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, 2022 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 FY2021-22, \$38 million in FY2022-23, \$57 million in FY2023-24, \$76 million in FY2024- 25, and \$95 million in FY2025-26.

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

Status: 1/12 referred to Senate educ, appro.

**SB1109:****INDIVIDUAL INCOME TAX; RATE ADJUSTMENT**

For each fiscal year beginning with FY2021-22, the Joint Legislative Budget Committee (JLBC) is required to follow a specified formula to compute an individual income tax rate reduction. For each tax year beginning January 1, 2022 and after, the Department of Revenue is required to reduce for the current taxable year each individual income tax rate by an equal percentage such that the total amount of the rate reduction is equal to the amount calculated by the JLBC. If the amount calculated by the JLBC is equal to or less than zero, the individual income tax rates shall be the same as the rates for the immediately preceding taxable year. Applies to taxable years beginning with 2022.

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

Status: 2/24 Senate COW approved with flr amend #4524. 2/18 from Senate fin do pass. 1/20 referred to Senate fin.

**SB1114:****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. Mesnard (R - Dist. 17)

Status: 3/24 signed by Governor. 3/18 passed House 59-0; ready for Governor. 3/10 from House educ do pass. 3/3 referred to House educ. 2/23 passed Senate 30-0; ready for House. 2/17 from Senate educ do pass. 1/20 referred to Senate educ.

**SB1118:**

**STO SCHOLARSHIPS; AMOUNT; ELIGIBILITY**

Makes changes to statutes related to school tuition organization (STO) scholarships. Increases the maximum scholarship amount in 2021 to \$5,600, from \$4,200, for students in kindergarten through 8th grade and students in a preschool program that offers services to students with disabilities, and to \$7,500, from \$5,500, for students in grades 9 through 12. In each year after 2021, the limit must be increased by \$200, instead of \$100. The list of students that may receive an STO educational scholarship or tuition grant is expanded to include students who are homeschooled before enrolling in a qualified school, students who moved to Arizona from out of state before enrolling in a qualified school, and students who participated in an Arizona empowerment scholarship account (ESA) and did not renew the ESA in order to accept an STO scholarship or grant. AS PASSED

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

Status: 3/10 from House ways-means do pass. 3/3 referred to House ways-means.

**SENATE**

**SB1139:**

**CLASSROOM SITE FUND; DISTRIBUTION**

Modifies the purposes for which monies from the Classroom Site Fund must be spent to remove teacher liability insurance premiums and to add educational interventions, voluntary full-day kindergarten, student support services, tutoring, character education, school safety, career and technical education, school improvement, 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. The performance based compensation system adopted by school district governing boards is no longer required to have individual teacher performance account for 33 percent of the 40 percent allocation for teacher compensation.

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

Status: 3/18 signed by Governor. 3/11 House COW approved. Passed House 34-26; ready for Governor. 3/10 from House rules okay. 3/3 from House educ do pass. 2/24 referred to House educ. 1/28 passed Senate 29-0; ready for House.

**SB1148:**

**COMMON SCHOOL DISTRICTS; UNIFICATION; BUDGET**

A common school district that is not within the boundaries of a high school district and 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, if the newly formed unified school district has not constructed a high school within

10 years after the date of the election. A school district cannot retroactively adjust its budget under this legislation. Session law containing this same authorization that expired on June 30, 2020 is repealed. Retroactive to July 1, 2020. Emergency clause. [Capital Reports Note: Legislative staff indicate this legislation applies only to the Nadaburg Unified School District.]

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

Status: 2/3 Senate COW approved with amend #4032. 1/27 from Senate educ with amend #4032.

**SB1158:****SCHOOLS; SEIZURE MANAGEMENT; TREATMENT PLANS**

Beginning in the 2021-2022 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 submit to the school district or charter school in which the student is enrolled 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, 2021, 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: 1/14 referred to Senate educ.

**SB1164:****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 Arizona Department of Education (ADE). ADE 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 ADE, and is required to detail the deficiencies in writing in the report.

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

Status: 2/2 from Senate rules okay. 1/27 from Senate educ do pass.

**SB1165:****SCHOOLS; PERFORMANCE EVALUATIONS**

Charter school governing bodies and school district governing boards are not required to conduct principal or teacher performance evaluations in the 2020-21 school year. For a teacher who was designated in the lowest performance classification for the 2019-2020 school year, the absence of an evaluation in the 2020-2021 school year cannot be used to enforce dismissal or nonrenewal procedures. A teacher evaluation in the 2020-21 school year is not required to a teacher to be eligible to receive performance pay from the Classroom Site Fund. These provisions self-repeal January 1, 2023. Retroactive to July 1, 2020. Emergency clause.

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

Status: 3/18 signed by Governor. 3/11 House COW approved. Passed House 33-27; ready for Governor. 3/3 from House educ do pass. 2/25 referred to House educ. 2/4 passed Senate 28-1; ready for House. 1/27 from Senate educ do pass.

**SB1174:****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. By December 1, the Authority is required to submit an annual report to the Governor and the Legislature on the stipends and internships.

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

Status: 3/9 House educ held. 3/3 referred to House educ, appro. 2/25 Senate COW approved with flr amend #4592. 2/17 from Senate appro do pass. 2/3 from Senate educ do pass. 1/19 referred to Senate educ, appro.

**SB1178:**

**SCHOOLS; TEST RESULTS; LETTER CLASSIFICATION**

If the State Board of Education (SBE) alters the statewide assessment testing window for any reason, the SBE is authorized to adjust the dates by which local education agencies are required to receive the scores and assessment data proportionately. If the SBE adjusts the dates by which local education agencies are required to receive the scores and assessment data, the SBE cannot impose penalties on the contractor unless the scores and assessment data are received after the adjusted dates. As session law, the Arizona Department of Education (ADE) is prohibited from assigning schools or school districts letter grade classifications for school years 2020-2021 and 2021-2022. ADE is required to continue to collect and publish data in school years 2020-2021 and 2021-2022 concerning the academic and educational performance indicators for schools and school districts. ADE is required to develop criteria to identify schools and school districts for school years 2020-2021 and 2021-2022 that demonstrate a below average level of performance. During school years 2020-2021 and 2021-2022, the governing board of a school district is authorized to adopt alternative policies regarding performance based funding or policies regarding dismissal or nonrenewal procedures for teachers who continue to be designated in the lowest performance classification. Retroactive to July 1, 2020. *First sponsor:* Sen. Boyer (R - Dist. 20)

Status: 2/4 Senate COW approved with flr amend #4111. 1/27 from Senate educ do pass.

**SB1188:**

**RESULTS-BASED FUNDING; REPEAL; SPECIAL EDUCATION**

Repeals the Results-Based Funding Fund and statute requiring the Department of Education to distribute monies from the Fund to school districts and charter schools based on a specified formula. Appropriates \$68.6 million from the general fund in FY2021-22 to the Department of Education to provide special education compensatory grants. Contains a legislative intent section.

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

Status: 1/19 referred to Senate educ, appro.

**SB1189:**

**SPECIAL EDUCATION; GROUP B WEIGHTS**

Monies in the Extraordinary Special Education Needs Fund are continuously appropriated, instead of subject to legislative appropriation. The Arizona Department of Education (ADE) is authorized to retain up to two percent of the monies in the Fund for administration purposes. ADE 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. ADE 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. ADE is required to report to the Governor and the Legislature by December 15 of each year on claims funded in the previous year. Certain special education related group B support level weights are increased. Appropriates \$5 million from the general fund in FY2021-22 to the Fund.

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

Status: 1/27 from Senate educ do pass.

**SB1191:**

**FINANCIAL AID TRUST FUND; APPROPRIATION**

The Arizona Board of Regents is required, instead of allowed, to establish a Financial Aid Trust Fund. At least 75 percent of the monies distributed from the Fund must be awarded to resident

undergraduate students. Previously, at least 50 percent of the monies were required to be used for grant aid. Appropriates \$85 million from the general fund in FY2021-22 to the Financial Aid Trust Fund.

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

Status: 1/19 referred to Senate educ, appro.

**SB1192:**

**SCHOOLS; DRUG VIOLATIONS; REPORTING OPTIONS**

In lieu of the requirement to immediately report a drug violation to a peace officer, and if the violation involves a student, a school administrator is permitted to refer the student to an appropriate program for at-risk students that is selected by the school.

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

Status: 1/19 referred to Senate jud.

**SB1210:**

**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 obtained a high school diploma or G.E.D. or has graduated from a home school program.

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

Status: 1/19 referred to Senate educ.

**SB1211:**

**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: 1/19 referred to Senate com.

**SB1212:**

**SCHOOLS MEALS; WATER**

By July 1, 2022, 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: 1/19 referred to Senate educ.

**SB1213:**

**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: 1/19 referred to Senate educ.

**SB1227:**

**STUDY COMMITTEE ON CLASS SIZES**

Establishes a 15-member Study Committee on Class Sizes to determine appropriate class sizes, identify methods of reducing class sizes, determine the costs of the methods of reducing class

sizes, and identify how existing school facilities and available classroom space are conducive to reducing class sizes. The Committee is required to submit a report of its findings and recommendations to the Governor, the Superintendent of Public Instruction, and the Legislature by December 31, 2021, and self-repeals June 1, 2022.

*First sponsor:* Sen. Marsh (D - Dist. 28)

Status: 2/2 from Senate rules okay. 1/27 from Senate educ with amend #4033.

#### **SB1246:**

##### **SCHOOL DISTRICTS; BOARDS; TERM LIMITS**

A person is not eligible to serve more than two consecutive terms on the governing board of a school district. Session law allows all persons serving as members of a school district governing board on the effective date of this legislation to continue to serve until the expiration of their normal terms.

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

Status: 1/21 referred to Senate educ.

#### **SB1260:**

##### **PROPERTY TAX EXEMPTIONS; STATUTORY CONFORMITY**

Exempts the property of veterans with service or nonservice connected disabilities who are Arizona residents from taxation, with an allowed exemption amount of \$4,047 multiplied by the percentage of the veteran's disability, as rated by the U.S. Department of Veterans Affairs, if the person's total assessment does not exceed \$27,498. The exemption limit for property of widows, widowers and persons with total and permanent disabilities is increased to \$4,047, from \$3,000, if the person's total assessment does not exceed \$27,498, increased from \$20,000. Also makes various changes to property tax statutes in order to conform to proposed changes to property tax exemptions contained in the state Constitution. Conditionally enacted on the state Constitution being amended by a vote of the people at the next general election by the passage of an unspecified Senate Concurrent Resolution (blank in original) to consolidate and reorganize provisions relating to exemptions from property taxation.

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

Status: 3/17 from House ways-means do pass. 3/9 referred to House ways-means. 3/4 passed Senate on reconsideration 16-14; ready for House. 2/24 Senate COW approved with amend #4086 and flr amend #4527. 2/9 from Senate rules okay. 2/4 from Senate fin with amend #4086. 1/21 referred to Senate fin.

#### **SB1273:**

##### **STOS; CONTRIBUTIONS; ALLOWABLE USES**

An educational scholarship or tuition grant issued by a school tuition organization may be used for registration, extracurricular activities, standardized testing for college credit or readiness and career and technical education industry certification assessments for the student.

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

Status: 3/25 from House ways-means do pass. 3/9 referred to House ways-means. 3/3 passed Senate 16-14; ready for House. 2/9 from Senate rules okay. 2/4 from Senate fin do pass. 1/21 referred to Senate fin.

#### **SB1279:**

##### **STUDENTS; DATA; ACCESSIBILITY**

The Arizona Department of Education (ADE) is required to adopt policies and procedures to allow access of specified student level data to county school superintendents, the State Board of Education and the State Board for Charter Schools. ADE is required to develop, publish, and make publicly available policies and procedures to comply with the federal Family Educational Rights and Privacy Act and other relevant privacy laws and policies. Requirements for the policies and procedures are listed.

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

Status: 3/10 from House educ do pass. 3/3 referred to House educ, appro. 2/24 passed Senate 30-0; ready for House. 2/17 from Senate educ do pass. 1/21 referred to Senate educ.

**SB1287:**

**SCHOOL FUNDING; APPROPRIATIONS**

Establishes the Building Renewal Fund, to be administered by the School Facilities Board (SFB). The SFB is required to distribute monies in the Fund to school districts to maintain the adequacy of existing school facilities. Establishes a formula for computing the building renewal amount for each school building based on age, student capacity, and cost per square foot. The SFB is required to inventory and inspect all school buildings in this state in order to develop a database to administer the building renewal formula, and to use the database to compute the building renewal formula distributions. Establishes requirements for project priority and prohibited expenditures. Makes supplemental appropriations of the following amounts from the general fund in the following fiscal years to the Fund: \$57.8 million in FY2021- 22, \$115.6 million in FY2022-23, \$173.4 million in FY2023-24, \$231.2 million in FY2024-25, and \$289 million in FY2025-26. Makes supplemental appropriations of the following amounts from the general fund in the following fiscal years to the Department of Education for apportionment to school districts for district additional assistance: \$70.49 million in FY2021-22, \$140.98 million in FY2022-23, \$211.47 million in FY2023-24, \$281.95 million in FY2024-25, and \$352.44 million in FY2025-26. Makes a supplemental appropriation of \$18.66 million from the general fund in FY2025-26 to the Department of Education for apportionment to school districts for district additional assistance.

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

Status: 1/25 referred to Senate educ, appro.

**SB1289:**

**FOURTH-YEAR FUNDING; CTEDS**

Students in 9th grade and students in the school year immediately following graduation who are enrolled in courses that are approved jointly by the governing board of the Career Technical Education District (CTED) and each participating school district or charter school may be included in a CTED's calculation of student count or average daily membership. Funding cannot be provided for more than four years for the same student. Funding for students in grade 9 is provided only if the student reaches the grade 10, and at that time, funding is provided for that student for grade 9 and for any subsequent year in which the student is eligible for funding. The member school district and the CTED are required to determine the apportionment of the average daily membership and student enrollment for a student, except that the amount apportioned cannot exceed 1.0 for either entity.

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

Status: 1/25 referred to Senate educ.

**SB1292:**

**APPROPRIATION; DYSLEXIA AND LITERACY SERVICES**

Appropriates \$2.5 million from the general fund in FY2021-22 to the Department of Education for a list of specified dyslexia and literacy services, including designating a dyslexia specialist, implementing a dyslexia screening plan, improving the reading proficiency of pupils in kindergarten through 3rd grade, and distributing to school districts and charter schools to provide additional funding to support students with language-based learning struggles, including dyslexia.

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

Status: 2/17 passed Senate 22-8; ready for House. FAILED Senate on reconsideration 15-15. 2/3 from Senate appro do pass. 1/25 referred to Senate appro.

**SB1294:**

## **COMMUNITY COLLEGE; EXPENDITURE LIMITATION ~~COLLEGE COURSE CREDIT; DUAL ENROLLMENT~~**

For the purposes of calculating community college district expenditure limitations, the multiplier for the number of full-time equivalent students enrolled in career and technical education courses is increased to 1.0, from 0.3. As session law, retroactive to July 1, 2020, if a community college district exceeds its expenditure limitation for FY2020-21, FY2021-22, or FY2022-23, the district cannot have any state aid withheld and the penalty is \$100. AS PASSED SENATE ~~For high school graduation requirements being fulfilled by a college course, the school board is authorized to award up to 1 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. Shope (R - Dist 8)

Status: 3/25 from House crim jus ref with amend #4924. 3/15 withdrawn from House ways-means, further referred to House crim jus ref. 2/23 passed Senate 21-9; ready for House. 2/16 from Senate rules okay. 1/25 referred to Senate educ.

### **SB1295:**

#### **ADVANCED PLACEMENT COURSES; EXAMS; APPROPRIATIONS**

Establishes the Advanced Placement Course Access, Participation and Success Program within the Arizona Department of Education (ADE) to expand and enhance access to, participation in and student success in advanced placement courses and advanced placement exams. Establishes the Advanced Placement Exam Fee Waiver Program to eliminate or reduce the advanced placement exam fee costs for all students enrolled in public schools in Arizona who have a family income that does not exceed 185 percent of the federal poverty guidelines or otherwise meet the eligibility guidelines as set by ADE. ADE is required to submit a report containing specified information on these programs to the Governor and the Legislature by August 15 of each year. The programs terminate on July 1, 2031. Appropriates \$1.5 million from the general fund in FY2021-22 to the newly established Advanced Placement Course Access, Participation and Success Program Fund and \$1.2 million from the general fund in FY2021-22 to the newly established Advanced Placement Exam Fee Waiver

Program Fund.

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

Status: 3/10 from House appro do pass. 3/3 referred to House educ, appro. 2/25 Senate COW approved with amend #4064 and flr amend #4537. 2/17 from Senate appro do pass. 2/3 from Senate educ with amend #4064. 1/25 referred to Senate educ, appro.

### **SB1315:**

#### **NONCERTIFICATED SCHOOL EMPLOYEES; DUE PROCESS**

School boards are required to adopt personnel policies for noncertificated school district employees with substantially equivalent due process procedures as those for certificated teachers.

*First sponsor:* Sen. Alston (D - Dist 24)

Status: 1/25 referred to Senate educ.

### **SB1316:**

#### **HEARING EVALUATIONS; PRESCHOOLS**

The Department of Health Services program of hearing evaluation services is expanded to include students in public or private preschool programs.

*First sponsor:* Sen. Alston (D - Dist 24)

Status: 1/25 referred to Senate educ.

### **SB1317:**

#### **TEXTBOOKS; REPRESENTATION; DISABILITIES; SEXUAL ORIENTATION**

Governing boards for common schools and high schools are prohibited from approving any textbook or other instructional material that contains any matter reflecting adversely on persons on the basis of race, ethnicity, sex, religion, disability, nationality, sexual orientation or gender identity.

*First sponsor:* Sen. Alston (D - Dist 24)

Status: 1/25 referred to Senate educ.

**SB1318:**

**SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION**

A teacher, principal or other school employee is prohibited from subjecting a student to "corporal punishment" (defined).

*First sponsor:* Sen. Alston (D - Dist 24)

Status: 1/25 referred to Senate educ.

**SB1340:**

**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. Navarrete (D - Dist 30)

Status: 1/25 referred to Senate educ.

**SB1341:**

**SCHOOLS; INCENTIVE PROGRAM; DUAL ENROLLMENT**

The College Credit by Examination Incentive Program is renamed the Dual Enrollment and College Credit by Examination Incentive Program, and the Program is expanded to provide an incentive bonus to teachers, school districts and charter schools for students who complete a qualifying dual enrollment course with a passing grade. Each community college district governing board is required to maintain a list of qualifying dual enrollment courses that a high school student may take and the passing grade required in each dual enrollment course in order to receive college credit, and to provide the list of dual enrollment courses and passing grades to the Arizona Department of Education (ADE) and the Joint Legislative Budget Committee by September 1 of each year. Beginning in FY2022- 23, ADE is required to pay an incentive bonus to school districts and charter schools for each student in grades 9 through 12 who completes a qualifying dual enrollment course and who is enrolled in a school where 50 percent or more of the students are eligible for free or reduced-price lunches. Each qualifying student generates a bonus of \$450 per passing grade in a qualifying dual enrollment course for the school. If the statewide sum of per student bonuses exceeds the amount available, bonus monies must be reduced proportionally.

*First sponsor:* Sen. Navarrete (D - Dist 30)

Status: 1/25 referred to Senate educ.

**SB1349:**

## **PROCUREMENT; FINAL LIST; NUMBER**

For the purpose of the procurement code, a request for qualifications is required to state that in a procurement of multiple contracts for professional services to be awarded to a single person or firm, that there will be a single final list of ten persons or firms, increased from at least three and not more than five persons or firms. The maximum number of persons or firms on the single final list for a procurement for multiple contracts that are awarded to separate persons or firms is increased to ten, from five. If the purchasing agency will hold interviews as part of the selection process, the minimum number of interviews held is increased to ten.

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

Status: 3/23 from House rules okay. 3/18 from House gov-elect do pass. 3/10 referred to House gov-elect. 3/4 Senate COW approved with amend #4270. 2/23 withdrawn from Senate appro. 2/17 from Senate gov with amend #4270. 1/26 referred to Senate gov, appro.

## **SB1376:**

### **SCHOOLS; CURRICULUM; MENTAL HEALTH**

The State Board of Education must require that all health education instruction include mental health instruction. Mental health instruction may be included in a health course or another existing course and is required to incorporate the multiple dimensions of health by including mental health and the relationship of physical and mental health to enhance student understanding, social and emotional learning, and attitudes and behavior that promote health and well-being.

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

Status: 3/16 from House rules okay. 3/3 from House educ do pass. 2/25 referred to House educ. 2/16 passed Senate 29-1; ready for House. 2/3 from Senate educ do pass. 1/26 referred to Senate educ.

## **SB1393:**

### **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, 2024 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 FY2022-23, up to 700 in FY2023-

24, and up to 1,400 in FY2024-25 and each FY after. The program terminates on July 1, 2031.

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

Status: 1/26 referred to Senate educ.

## **SB1395:**

### **2021 SUMMER SCHOOL; ADE; APPROPRIATION**

Appropriates \$25 million from the general fund in FY2020-21 to the Arizona Department of Education (ADE) to award grants to school districts for funding summer school programs for the summer of 2021. ADE is required to establish grant application criteria and to give priority to Title I schools when awarding grants.

*First sponsor:* Sen. Marsh (D - Dist 28)

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

## **SB1399:**

## **COURSE OPTIONS; FUNDING PORTABILITY; PROGRAM**

Establishes a Course Options and Funding Portability Program to be administered by the State Board of Education. Beginning in the 2022- 2023 school year, school districts and charter schools in the Program are authorized to allow any student in grades 10 through 12 to enroll in one or more courses offered by the school district or charter school, whether or not the student is primarily enrolled in the school district or charter school. A student who enrolls in a course or courses offered by a school district or charter school that is not the student's primary school district or charter school is considered to be concurrently enrolled in the school district or charter school offering the course under the Program. Establishes a process for students to participate in the Program. For each course completed under the Program, the lesser of the average daily membership that is equal to 1.0 divided by the total number of courses that the student is required to take that school year, or one sixth average daily membership is generated and transferred to the school district or charter school in which the student is concurrently enrolled. The primary school district or charter school in which the student is enrolled is required to subtract the average daily membership generated from its average daily membership calculation. The State Board of Education is required to adopt rules to carry out the Program. The Program ends on July 1, 2031.

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

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

### **SB1400:**

#### **SCHOOLS; COURSE EQUIVALENTS**

Beginning in the 2022-2023 school year, school districts and charter schools are required to allow students in grades 9 through 12 to receive course credits through any of a list of methods, including working, participating in organized sports, community arts, or approved outside learning opportunities, and passing any course offered by a private postsecondary institution, community college or state university. Establishes guidelines for earning course credit and generating average daily membership through these methods. The State Board of Education is required to adopt rules to carry out this requirement, and is permitted to adopt rules to allow out-of-school experiences to satisfy the academic standards prescribed by the State Board of Education for students in kindergarten programs and grades 1 through 8.

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

Status: 3/23 House educ held. 3/16 referred to House educ. 3/3 passed Senate 16-14; ready for House. 3/1 Senate COW approved with amend #4154 and flr amend #4612. 2/25 retained on Senate COW calendar. 2/16 from Senate rules okay. 1/27 referred to Senate educ.

### **SB1401:**

#### **ALTERNATIVE TEACHER DEVELOPMENT PROGRAM; EXTENSION**

The statutory life of the Alternative Teacher Development Program is extended ten years to July 1, 2030. Retroactive to July 1, 2020.

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

Status: 3/16 from House rules okay. 3/10 from House educ do pass. 3/3 referred to House educ. 2/24 Senate COW approved. 2/16 from Senate rules okay. 1/27 referred to Senate educ.

### **SB1403:**

#### **LITERACY; DYSLEXIA SCREENING**

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

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

Status: 3/23 from House rules okay. 3/16 House educ do pass; report awaited; from House educ do pass. 3/9 House educ held. 3/3 referred to House educ. 2/25 Senate COW approved with amend #4155 and flr amend #4596. 2/16 from Senate rules okay. 1/27 referred to Senate educ.

### **SB1404:**

**STATE SEAL OF BILITERACY; ASSESSMENT ~~CTEDS~~; ~~DISTRICT GOVERNING BOARDS; ELECTIONS~~**

Modifies the requirements for a student to obtain a state seal of biliteracy on their high school diploma to require the student to pass an examination in English language arts, instead of pass the standardized end-of-course examinations in English language arts. Retroactive to July 1, 2020.  
AS PASSED SENATE

~~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: Sen. Boyer (R - Dist 20)~~

Status: 3/18 passed House 41-18; ready for Governor. 3/10 from House educ do pass. 3/3 referred to House educ. 2/25 Senate COW approved with amend #4277. NOTE SHORT TITLE CHANGE. 2/18 from Senate educ with amend #4277. 1/27 referred to Senate educ.

**SB1410:**

**APPROPRIATION; NEW FACILITY; KIRKLAND ELEMENTARY**

Appropriates \$2 million from the general fund in FY2021-22 to the School Facilities Board to distribute to the Kirkland Elementary School District to construct a new school facility.

First sponsor: Sen. Fann (R - Dist 1)

Status: 3/10 from House appro do pass. 3/2 referred to House educ, appro. 2/22 passed Senate 30-0; ready for House. 2/18 Senate COW approved with amend #4161 and the rules tech amendment. 1/27 referred to Senate appro.

**SB1423:**

**SCHOOLS; BULLYING POLICY; DEFINITION**

Defines "bullying" as any written, verbal or physical act or any electronic communication that is intended to harm or that a reasonable person would know is likely to harm one or more students. Charter schools are required to prescribe and enforce policies and procedures to prohibit students from harassing, intimidating and bullying other students. The policies and procedures must include specified elements. Also modifies the required elements of school district anti-bullying policies. Contains a legislative intent section.

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

Status: 3/2 referred to House educ, appro. 1/27 referred to Senate educ.

**SB1433:**

**STUDENTS; DISTANCE LEARNING PLANS; FUNDING**

For FY2020-21, students who receive instruction through a distance learning plan are required to be funded at the same amount as students receiving in-person instruction, and cannot be funded as students receiving Arizona online instruction. Retroactive to July 1, 2020. Emergency clause.

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

Status: 3/2 referred to House educ, appro. 2/18 passed Senate 24-6; ready for House. 1/27 referred to Senate appro.

**SB1449:****SCHOOLS; STATE AID; ADJUSTMENT STUDENTS; ~~DISTANCE LEARNING PLANS;~~  
FUNDING**

Subject to the review by the Joint Legislative Budget Committee, the Superintendent of Public Instruction is required to adjust state aid for a school district in the current year if the governing board of a school district requests the recalculation of state aid for a prior year due to a change in assessed valuation that occurred as the result of a decision by a county board of equalization or the State Board of Equalization. Retroactive to July 1, 2019.

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

Status: 3/24 Senate concurred in House amendments and passed on final reading 30-0; ready for Governor. 3/18 House COW approved with amend #4805. Passed House 60-0; returned to Senate for concurrence in House amendments. 3/10 from House ways-means with amend #4805. 3/2 referred to House ways-means. 2/22 passed Senate 30-0; ready for House. 2/16 from Senate rules okay. 1/27 referred to Senate appro.

**SB1452:****ARIZONA EMPOWERMENT SCHOLARSHIPS ACCOUNTS; REVISIONS**

Numerous changes to statutes relating to Arizona Empowerment Scholarship Accounts (ESAs). The definition of "qualified student" is expanded to include a child who receives federal Title I services for low-income students under the federal Every Student Succeeds Act or a child who receives free or reduced-price lunches under the National School Lunch and Child Nutrition Acts. The prohibition on a student accepting a scholarship from a school tuition organization concurrently with an ESA for the qualified student in the same year applies only before grade nine or in any year if the combined scholarship awards exceed the total per pupil spending of the public school district in which the student resides. Expands the list of qualified expenses that ESA monies may be used for to include public transportation services in Arizona, including a commuter pass for the qualified student, or commercial transportation service between the qualified student's residence and a qualified school in which the qualified student is enrolled. A child who participates in an ESA continues to be entitled to an equitable share of the funding that would otherwise be allocated to a charter school or school district for that child from the Classroom Site Fund. More.

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

Status: 3/17 from House ways-means with amend #4848 and #4859. 2/23 referred to House ways-means. 2/15 Senate COW approved with amend #4067 and flr amend #4253. Passed Senate 16-14; ready for House. 2/3 from Senate educ with amend #4067. 1/27 referred to Senate educ.

**SB1453:****SCHOOL DISTRICTS; AGGREGATE EXPENDITURE LIMITATION**

For the purpose of calculating expenditure limits for school districts, the definition of "base limit" is modified to mean the total amount of expenditures of local revenues of all school districts in FY2022-23, instead of FY1979-80, and the calculations for the aggregate expenditure limitation for all school districts are modified to use the aggregate student population of all school districts for the school year 2021-2022, instead of 1978-1979, and the GDP price deflator for the 2021 calendar year, instead of the 1978 calendar year. Conditionally enacted on the state Constitution being 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. Boyer (R - Dist 20)

Status: 3/24 from House educ with amend #4897. 3/16 referred to House educ. 3/10 passed Senate 28-1; ready for House. 2/25 Senate COW approved with amend #4157. 2/16 from Senate rules okay. 1/27 referred to Senate educ.

**SB1456:**

## **SEX EDUCATION INSTRUCTION; PARENTAL RIGHTS**

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 6th 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. 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. Public educational institutions are required to obtain signed, written consent from a student's parent or guardian before providing sex education instruction or instruction regarding sexual orientation, gender identity, or gender expression to the student. When the public educational institution seeks consent, it must at the same time inform the student's parent or guardian of the parent or guardian's right to review the instructional materials and activities.

By December 15, 2021, 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. Barto (R - Dist. 15)

Status: 3/25 from House jud dp pass. 3/11 referred to House jud. 3/3 passed Senate 16-14; ready for House. 2/23 from Senate rules okay. 2/17 from Senate educ do pass. 1/27 referred to Senate educ.

## **SB1464:**

### **PROCUREMENT; INFORMATION CONTENT PROVIDER; PROHIBITION**

Beginning on the effective date of this legislation, the Director of the Department of Administration is required to terminate, and direct any state government unit or political subdivision to terminate, any existing contract with a contractor that is an information content provider or a qualified marketplace platform that has engaged in "targeted censorship" (defined as deleting or placing a disclaimer on any form of free speech that is unequally applied based on a particular belief that is expressed in any form). State government units and political subdivisions are prohibited from contracting with an information content provider or a qualified marketplace platform that has engaged in targeted censorship.

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

Status: 1/28 referred to Senate trans-tech.

## **SB1500:**

### **ELDERLY ASSISTANCE FUND; STATE TREASURER ~~TECH-CORRECTION;~~ ~~EXCHANGE TEACHERS~~**

Establishes the Elderly Assistance Fund, to be administered by the State Treasurer. The State Treasurer is required to distribute monies in the Fund to each county treasurer to reduce the primary school district taxes of "qualified individuals" (defined as an individual who lives in an organized school district and who is approved for the property valuation protection option for persons 65 years of age or older) in that county. Establishes a formula for distribution. Repeals statute requiring the board of supervisors in a county with a population of more than 2 million persons to establish an elderly assistance fund. Appropriates \$4.6 million from the general fund in FY2021-22 to the Fund. The legislature intends that the appropriation be considered ongoing funding in future years. Effective January 1, 2022. AS PASSED SENATE

~~Minor change in Title 15 (Education) related to exchange teachers. Apparent striker bus.~~

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

Status: 3/25 withdrawn from House ways-means. 3/3 referred to House ways-means, appro. 2/25 Senate COW approved with amend #4465 and flr amend #4598. NOTE SHORT TITLE CHANGE. 2/16 further referred to Senate appro.

**SB1510:**

**APPROPRIATION; SCHOOLS; ENROLLMENT STABILIZATION GRANTS**

Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to the Department of Education to distribute to school districts and charter schools for enrollment stabilization grants to mitigate the economic impacts of COVID-19 and provide financial stability to local education agencies in Arizona.

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

Status: 2/1 referred to Senate appro. filed.

**SB1513:**

**EMPOWERMENT SCHOLARSHIP ACCOUNTS; QUALIFIED STUDENTS**

For the purpose of Arizona empowerment scholarship accounts, the definition of "qualified student" is expanded to include a child whose parent is a veteran of the U.S. Armed Forces, a child whose parent is a "first responder," and a child of a "health professional" (define elsewhere in statute) who is employed full-time and who provides direct patient care.

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

Status: 2/1 referred to Senate educ. filed.

**SB1572:**

**SCHOOLS; EARLY LITERACY**

Beginning August 1, 2022, the State Board of Education must require all applicants for all certificates for common instruction to pass a literacy instruction assessment to show that the applicant is capable of effectively teaching foundational reading skills, implementing reading instruction, and providing effective instruction and interventions for students with reading deficiencies, including students with characteristics of dyslexia. Beginning August 1, 2022, the State Board of Education must require education preparation programs in Arizona to require applicants seeking teacher recertification to pass a literacy instruction assessment and provide for these skills. If sufficient monies are appropriated, beginning in the 2022-2023 school year, the State Board of Education is required to adopt a statewide kindergarten entry reading deficiency evaluation tool to administer to students in kindergarten programs within 45 calendar days after the beginning of each school year. The parent of any student who exhibits a reading deficiency at any time during the school year must be notified in writing ~~within three weeks not later than 15 days~~ after the reading deficiency is identified, and information that must be included in the notice is specified. ~~Retroactive to July 1, 2021, the deadline for school districts and charter schools to ensure that at least one kindergarten through third grade teacher in each school has received training related to dyslexia is extended one year to July 1, 2022.~~

~~Retroactive to July 1, 2020, the deadline for the Department of Education to develop a dyslexia screening plan is extended two years to July 1, 2022. Session law requires SBE to review the K 3 reading program and consider any changes to statute, policy or administration to improve the reading proficiency of students. SBE is required to report on the review to the Governor and the Legislature by December 15, 2021. AS PASSED SENATE Amending sections 15-501.01, 15-701 and 15-704, Arizona revised statutes; relating to school instruction.~~

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

Status: 3/16 House educ do pass; report awaited; from House educ do pass. 3/10 referred to House educ. 3/3 passed Senate 26-4; ready for House. 2/25 Senate COW approved with amend #4278 and flr amend #4541. 2/18 from Senate educ with amend #4278. 2/1 referred to Senate educ. filed.

**SB1619:****CHARTER SCHOOLS; FORMATION; PETITION REQUIREMENTS**

Each applicant seeking to establish a charter school is required to present to the county school superintendent of the county in which the charter school will be located a petition that is signed by at least 30 parents or guardians of students who reside more than four miles from any school district school that is assigned a letter grade of A and who intend on having their children attend the new charter school, or signed by at least 20 parents or guardians of students who reside more than four miles from any school district school that is assigned a letter grade of B and who intend on having their children attend the new charter school, or signed by at least 10 parents or guardians of students who reside more than four miles from any school district school that is assigned a letter grade of C or lower and who intend on having their children attend the new charter school.

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

Status: 2/1 referred to Senate educ.

**SB1620:****CHARTER SCHOOL OMNIBUS**

Various changes to statutes relating to charter schools. Beginning January 1, 2022, the sponsor of a charter school is prohibited from contracting with a for-profit organization to establish a charter school. Charter schools, governing bodies of charter schools, charter school sponsors, charter holders, charter school operators, corporate boards of directors of charter school operators and management organizations that contract with charter schools are required to comply with the open meeting requirements of Arizona's open meeting law, and with the public records requirements of Arizona's public records laws. Each charter school and education management organization or charter management organization that enters into a management services contract with the charter school is required to ensure that an annual independent audit of financial statements is conducted and that the results of that audit, including individual salaries paid by the charter school to the education management organization or charter management organization, and any management letter issued in connection with that audit are made available to the public. Charter school governing boards must consist of at least three members, no more than two of which may be immediate family members serving simultaneously. Immediate family members are prohibited from being a majority of the governing board members of a charter school. If a charter school closes, any asset of that charter school that was acquired in whole or in part with public monies is required to be returned to the state, instead of remaining the property of the charter school, with some exceptions. The sponsor of a charter school is required to annually compile specified information relating to the governance and operations of each charter school it sponsors and post the information to a public website. By July 1, 2022, each charter school in Arizona is required to adopt and comply with procurement policies that include at least a list of specified requirements and prohibitions, including a prohibition on purchasing any good or service from any member of the charter holder or charter school governing body or an immediate family member of those persons. The Attorney General is authorized to seek relief for any violation of the procurement policies through an appropriate criminal or civil action in superior court. A charter school is prohibited from limiting admission based on ability to provide a financial contribution to the charter school or any agreement to volunteer at or for the charter school. The Department of Education or the Auditor General is required, instead of allowed, to conduct financial, program or compliance audits of charter schools. An audit of a charter school is required to identify the source of any profit distribution that exceeds net profits for that year. More.

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

Status: 2/1 referred to Senate educ.

**SB1621:**

**ARIZONA ONLINE INSTRUCTION; REPORTING**

Online course providers and online schools are required to report a list of specified information to the Department of Education, including the number of students enrolled and average number of courses these students passed.

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

Status: 2/1 referred to Senate educ.

**SB1622:**

**SCHOOL REPORT CARDS**

For the purpose of school report cards, "school" includes online course providers and online schools. The information that the school report card is required to include beginning in FY2020-21 is expanded to include specified revenue and spending breakdowns per pupil, the state average funding information for school districts and charter schools, and per pupil amounts for special education, extracurricular activities and facilities.

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

Status: 2/1 referred to Senate educ.

**SB1623:**

**STUDENTS; UNPAID SCHOOL MEAL FEES**

Local education agencies are required to ensure that a student with unpaid school meal fees is not shamed, treated differently or served a meal that differs from what a student with no unpaid fees would receive. School personnel and volunteers at a local education agency that serves meals to students during the instructional day are prohibited from taking disciplinary action against a student that results in the denial or delay of a meal.

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

Status: 2/4 referred to Senate educ.

**SB1624:**

**STUDENTS; UNPAID SCHOOL MEAL FEES**

Repeals the Results-Based Funding Fund and statute requiring the Department of Education to distribute monies from the Fund to school districts and charter schools based on a specified formula. Eligibility for support programs funded by the Early Literacy Grant Program Fund is expanded to include prekindergarten students. Appropriates \$68.6 million from the general fund in FY2021-22 to the Early Childhood Development and Health Fund. Contains a legislative intent section.

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

Status: 2/4 referred to Senate appro.

**SB1625:**

**SPECIAL EDUCATION; COST STUDIES**

By December 1, 2021 and every two years thereafter, the Department of Education is required to complete a cost study of special education programs.

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

Status: 2/4 referred to Senate educ.

**SB1626:****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: 2/3 referred to Senate educ.

**SB1627:****MODEL ETHNIC STUDIES CURRICULUM**

By September 1, 2022, the Superintendent of Public Instruction is required to develop a model ethnic studies curriculum for use in grades 7 through 12, designed to prepare students to be global citizens in a global society with an appreciation for the contributions of diverse cultures. The Superintendent is required to post the model curriculum online and periodically update the model curriculum to incorporate best practices in ethnic studies. A public school that serves any combination of students in grades 7 through 12 is authorized to offer an ethnic studies course that incorporates the model curriculum. The Superintendent is also required to establish an Ethnic Studies Advisory Committee to recommend state learning standards and grade-level expectations that identify the knowledge and skills that all public school students need to be global citizens in a global society with an appreciation for the contributions of diverse cultures.

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

Status: 2/3 referred to Senate educ.

**SB1628:****PUPIL DISCIPLINE; SCHOOLS**

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 15 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 at least three accessible alternative educational options currently available to the student. 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 districts and charter schools are required to quarterly report to the Department of Education on a list of specified information related to student discipline, including suspension, expulsion, and alternative education. More.

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

Status: 2/3 referred to Senate educ.

**SB1629:****SCHOOLS; PUPIL DISCIPLINE; ANNUAL REPORT**

By September 1 of each year beginning in 2022, the Arizona Department of Education (ADE) is required to submit to the Governor and the Legislature a report containing a list of information on school "discipline measures" (defined) and the "rate of disciplinary disparity" (defined) for each discipline measure by "subgroup" (defined as a list of specified demographic groups). ADE is

required to track school district and charter school progress toward reducing the disciplinary rate and rate of disciplinary disparity and annually submit related information to the State Board of Education.

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

Status: 2/3 referred to Senate educ.

**SB1630:**

**SCHOOLS; TEACHER PERFORMANCE EVALUATIONS**

The specific procedures for the teacher performance evaluation system that school governing boards are required to prescribe must include one actual classroom observation, reduced from at least two. The qualified evaluator is authorized to use a series of informal walk-throughs throughout the school year to determine teacher performance.

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

Status: 2/3 referred to Senate educ.

**SB1640:**

**CORPORATE INCOME TAX; CREDIT; EDUCATION**

Establishes the High Demand Public School Fund for the purpose of providing grants to public schools to accommodate students who are on the public school's waiting list. Establishes requirements for public schools to receive a grant from the Fund. Establishes a list of authorized uses for grant monies. Establishes a corporate income tax credit for the amount of voluntary cash contributions made by the taxpayer during the tax year to the Fund. The amount of the credit is the total amount of the taxpayer's contribution for the tax year. The aggregate amount of credits is capped at \$20 million in FY2020-21, and the cap is increased by 10 percent each FY, except that the aggregate amount cannot exceed \$100 million in any FY. Taxpayers are allowed to designate a public school beneficiary. If the allowable tax credit exceeds taxes due, the taxpayer may carry the unused amount forward for up to five consecutive tax years. Retroactive to tax years beginning with 2021.

*First sponsor:* Sen. Leach (R - Dist. 11)

Status: 2/23 from Senate rules with the tech amend. 2/17 Senate fin amended; report awaited. 2/3 referred to Senate fin.

**SB1677:**

**CHARTER SCHOOLS; SALE; VACANT BUILDINGS**

If a charter school decides to sell or lease a vacant and unused building or a vacant and unused portion of a building, the charter school cannot prohibit a school district from negotiating to buy or lease the property in the same manner as other potential buyers or lessees.

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

Status: 2/3 referred to Senate educ.

**SB1683:**

**SCHOOLS; TRANSPORTATION SUPPORT; PROGRAMS; APPROPRIATION**

The State Board of Education (SBE) is required to establish the Transportation Support for Enrollment Options Grant Program. Beginning in the 2021-2022 school year, the parent of a student in Arizona is authorized to apply for monthly transportation grants of up to \$80 a month if the parent's child or children attend either a school district school under open enrollment or a charter school, and the parent either needs financial support to exercise that option or lives within 20 miles of the school district boundary of the selected school, but a bus program is not available

to pick up the student in the parent's neighborhood. Beginning in the 2021-2022 school year, the Arizona Department of Education (ADE) is required to establish the Parent Options for School Transportation Grant Program. School districts and charter schools are authorized to apply to ADE to participate in the Program. A participating school district or charter school is permitted to use a portion of its transportation funding to provide transportation grants to parents of students in that school or district. Both programs terminate on July 1, 2031. Appropriates \$10 million from the general fund in FY2021-22 to SBE to distribute public school transportation modernization grants, family transportation stipend grants and improved municipal bus route grants. Establishes requirements for the grants.

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

Status: 2/10 from Senate educ with amend #4158. 2/3 referred to Senate educ, appro.

#### **SB1684:**

##### **SCHOOLS; TRANSPORTATION SUPPORT; ENROLLMENT POLICIES**

Numerous changes to statutes relating to school choice. Modifies statute governing open enrollment policies, including to require school districts to give enrollment preference to and reserve capacity for resident students, students returning to the school from the prior year, and siblings of enrolled students. If the number of open enrollment requests or applications exceeds the capacity of a program, class, grade level or building, a school district school is required to select students through an equitable selection process, except that preference shall be given to siblings of a student selected through the equitable selection process. School district schools are prohibited from limiting open enrollment admission based on a list of factors. The State Board of Education (SBE) is required to establish the Transportation Support for Enrollment Options Grant Program. Beginning in the 2021-2022 school year, the parent of a student in Arizona is authorized to apply for monthly transportation grants of up to \$80 a month if the parent's child or children attend either a school district school under open enrollment or a charter school, and the parent either needs financial support to exercise that option or lives within 20 miles of the school district boundary of the selected school, but a bus program is not available to pick up the student in the parent's neighborhood. Beginning in the 2021-2022 school year, the Arizona Department of Education (ADE) is required to establish the Parent Options for School Transportation Grant Program. School districts and charter schools are authorized to apply to ADE to participate in the Program. A participating school district or charter school is permitted to use a portion of its transportation funding to provide transportation grants to parents of students in that school or district. Both programs terminate on July 1, 2031. More. Appropriates \$10 million from the general fund in FY2021-22 to SBE to distribute public school transportation modernization grants, family transportation stipend grants and improved municipal bus route grants. Establishes requirements for the grants.

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

Status: 2/18 from Senate educ with amend #4279. 2/3 referred to Senate educ, appro.

#### **SB1685:**

##### **SCHOOLS; ATTENDANCE BOUNDARIES; OPEN ENROLLMENT**

Numerous changes to statutes relating to school choice. Modifies statute governing open enrollment policies, including to require school districts to give enrollment preference to and reserve capacity for resident students, students returning to the school from the prior year, and

siblings of enrolled students. If the number of open enrollment requests or applications exceeds the capacity of a program, class, grade level or building, a school district school is required to select students through an equitable selection process, except that preference shall be given to siblings of a student selected through the equitable selection process. School district schools are prohibited from limiting open enrollment admission based on a list of factors. The State Board of Education (SBE) is required to prescribe a standard format for describing open enrollment options to ensure clarity and consistency for parents in understanding their enrollment options. Each January SBE is required to design a public awareness effort and distribute materials that communicate to the public the ability to choose any public school in Arizona. More.

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

Status: [3/3 referred to House educ.](#) 2/24 passed Senate 16-14; ready for House. 2/16 from Senate rules okay. 2/3 referred to Senate educ.

#### **SB1704:**

##### **CIVICS EDUCATION; PROFESSIONAL DEVELOPMENT; APPROPRIATION**

The State Board of Education is required to prescribe academic standards that require all school districts and charter schools to provide instruction on American civics education that promotes civic service, prepares students for the duties of citizenship, and includes instruction on a list of topics, including the U.S. Constitution and the Bill of Rights. Establishes the American Civics Education Instruction Grant Program in the Department of Education, to provide grants to pay a teacher's costs of attending a professional development course in civics education and media literacy. Requirements for grant applications are specified. The Program terminates on July 1, 2031. Appropriates \$100,000 from the general fund in FY2021-22 to the newly established American Civics Education Instruction Fund for the Program.

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

Status: 2/3 referred to Senate educ, appro.

#### **SB1705:**

##### **ADE; DIGITAL AND MEDIA INSTRUCTION**

By January 15, 2022, the Arizona Department of Education (ADE) is required to identify best practices and make recommendations for instruction in "digital citizenship" and "media literacy" (both defined). ADE is required to establish a Digital Citizenship and Media Literacy Advisory Committee within ADE and consult with the Committee to develop the best practices and recommendations. Beginning in the 2022-2023 school year, school districts and charter schools are required to annually review policies and procedures on digital citizenship and media literacy. Contains a legislative intent section.

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

Status: 2/3 referred to Senate educ.

#### **SB1706:**

##### **SCHOOL INSTRUCTION; HISTORY EDUCATION PROGRAMS**

In adopting the course of study and competency requirements for school curriculum and high school graduation, the State Board of Education must include a requirement that all history education programs include instruction regarding the roles and contributions of lesbian, gay, bisexual and transgender people in the history of the United States and Arizona.

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

Status: 2/3 referred to Senate educ.

**SB1707:**

**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: 2/3 referred to Senate educ.

**SB1717:**

**TEACHERS ACADEMY; REVISIONS**

Makes changes relating to the Arizona Teachers Academy. If an Academy student enrolls in a summer term, that term cannot be included in the calculation of the student's post-graduation public service commitment. Also blends multiple enactments. Retroactive to January 1, 2021. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

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

Status: 2/25 Senate COW approved with amend #4281 and flr amend #4597. 2/18 from Senate educ with amend #4281. 2/3 referred to Senate educ.

**SB1735:**

**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 1/3 of the initial proposed percentage increase in the last year.

*First sponsor:* Sen. Marsh (D - Dist. 28)

Status: 2/3 referred to Senate educ, fin.

**SB1736:**

**STO SCHOLARSHIPS; LOW-INCOME REQUIREMENTS**

To be eligible to receive an educational scholarship or tuition grants from a school tuition organization, a student's family income cannot exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under the federal National School Lunch and Child Nutrition Acts.

*First sponsor:* Sen. Marsh (D - Dist. 28)

Status: 2/3 referred to Senate fin.

**SB1737:**

**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. Marsh (D - Dist. 28)

Status: 2/3 referred to Senate fin.

**SB1738:**

**RESULTS-BASED FUNDING; REPEAL; APPROPRIATION**

Repeals the Results-Based Funding Fund and statute requiring the Arizona Department of Education (ADE) to distribute monies from the Fund to school districts and charter schools based on a specified formula. Appropriates \$68.6 million from the general fund in FY2021-22 to ADE to distribute to school districts and charter schools that receive federal Title I monies according to a specified formula.

*First sponsor:* Sen. Marsh (D - Dist. 28)  
Status: 2/3 referred to Senate educ, appro.

**SB1739:**

**COLLEGE CREDIT; INCENTIVE PROGRAM; REPEAL**

Repeals the College Credit by Examination Incentive Program, which provided an incentive bonus to teachers, school districts, and charter schools for students who obtained a passing score on a qualifying examination for college credit while in high school. Appropriates \$5 million from the general fund in FY2021-22 to the Early Literacy Program Fund. Contains a legislative intent section.

*First sponsor:* Sen. Marsh (D - Dist. 28)  
Status: 2/3 referred to Senate educ.

**SB1740:**

**AUDITOR GENERAL; CHARTER SCHOOLS; APPROPRIATION**

The school-wide audit team in the office of the Auditor General is required to conduct performance audits and monitor charter schools in the same manner it audits and monitors school districts. Appropriates \$300,000 and three FTE positions from the general fund in FY2021-22 to the Auditor General to conduct audits of charter schools.

*First sponsor:* Sen. Marsh (D - Dist. 28)  
Status: 2/3 referred to Senate educ, appro.

**SB1769:**

**SCHOOLS; GROUP B WEIGHT; ELIGIBILITY**

For the purpose of school base support level funding, establishes a weighted student count of 0.075 to 0.250 for the newly established "FRPL" (defined as students who meet the economic eligibility requirements for the federal National School Lunch and Child Nutrition Acts for free or reduced-price lunches), depending on the percentage of students at that school that meet the economic eligibility requirements. For FY2021- 22, only schools in which 96 percent or more of the students meet the economic eligibility requirements qualify for the FRPL group B weight. For FY2022-23, only schools in which 91 percent or more of the students meet the economic eligibility requirements qualify for the FRPL group B weight.

*First sponsor:* Sen. Gonzales (D - Dist. 3)  
Status: 2/3 referred to Senate educ, appro.

**SB1770:**

**SCHOOLS; GRADUATION REQUIREMENTS; ADJUSTMENT**

The State Board of Education is required to adjust the minimum number of credits necessary for high school graduation for a student who is in grades 9 through 12 and who is homeless, is a former dependent child or foster child or has been placed in out-of-home placement, or is a delinquent juvenile or an incorrigible child who has been ordered by a court to the Department of

Juvenile Corrections, a probation department or private agency, or to receive residential treatment services. A student who qualifies for an adjustment is required to take all required statewide assessments or an achievement assessment from the menu of assessments, and is required to correctly answer at least 60 of the 100 questions on a civics test unless otherwise exempt. School districts and charter schools are required to establish a process for requesting qualification for an adjustment, and to identify and inform students who may qualify.

*First sponsor:* Sen. Gonzales (D - Dist. 3)

Status: 2/3 referred to Senate educ.

**SB1774:**

**PUBLIC SCHOOLS; 2020-2021; 2021-2022; FUNDING**

For the purposes of computing base support level funding for FY2020-21, the weighted student count for a school district, charter school, or Career Technical Education District (CTED) is the greater of the weighted student count computed for FY2018-19, FY2019-20, or FY2020-21. For the purposes of computing base support level funding for FY2021-22, the weighted student count for a school district, charter school, or CTED is the greater of the weighted student count computed for FY2018-19, FY2019-20, FY2020-21, or FY2021-22. For FY2020-21, the amounts for charter additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, or FY2020-21. For FY2021-22, the amounts for charter additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, FY2020-21, or FY2021-22. For FY2020-21, the amounts for district additional assistance must be computed using the greater of the student count for FY2018-19 or FY2019-20. For FY2021-22, the amounts for district additional assistance must be computed using the greater of the student count for FY2018-19, FY2019-20, or FY2020-21. For FY2020-21, students who receive instruction through a distance learning plan are required to be funded at the same amount as students receiving in-person instruction and cannot be funded as students receiving Arizona online instruction. Retroactive to July 1, 2020. Emergency clause.

*First sponsor:* Sen. Gonzales (D - Dist. 3)

Status: 2/3 referred to Senate educ, appro.

**SB1810:**

**CHILDHOOD TRAUMA TRAINING; PROGRAM; APPROPRIATION**

Beginning in the 2022-2023 school year, the Arizona Department of Education (ADE) is required to offer to certificated teachers and administrators in public schools optional childhood trauma awareness and prevention training on the effects of childhood trauma on student achievement and social development. Information that must be included in the training is specified, and ADE is authorized to partner with a nonprofit organization to provide the training. The State Board of Education is required to adopt rules to allow certificated teachers and administrators to count childhood trauma awareness and prevention training as continuing education credits. Appropriates \$100,000 from the general fund in FY2021-22 to the newly established Childhood Trauma Awareness and Prevention Training Grant Program Fund, which ADE may use to issue grants to pay the costs of attending childhood trauma awareness and prevention training.

*First sponsor:* Sen. Peshlakai (D - Dist. 7)

Status: 2/3 referred to Senate educ, appro.

**SCR1020:**

**ENGLISH LANGUAGE EDUCATION; REQUIREMENTS**

The 2022 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:* Sen. Shope (R - Dist. 8)

Status: 3/24 from House educ do pass. 3/4 referred to House educ. 2/22 passed Senate 23-7; ready for House. 2/16 from Senate rules okay. 1/25 referred to Senate educ.

#### **SCR1021:**

##### **AGGREGATE EXPENDITURE LIMITATION; SCHOOL DISTRICTS**

The 2022 general election ballot is to carry the question of whether to amend the state Constitution to change the aggregate expenditure limitation for all school districts by using FY2022-23 as the base year, instead of FY1979-80.

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

Status: 2/10 from Senate educ do pass. 1/25 referred to Senate educ, appro.

#### **SCR1022:**

##### **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:* Sen. Boyer (R - Dist. 20)

Status: 2/10 from Senate educ do pass. 1/25 referred to Senate educ, appro.



**AMPHITHEATER**

*P u b l i c S c h o o l s*

April 13, 2021 Governing Board Meeting

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# Legislative Update

# Session Statistics\*

\*As of Friday, April 9, 2021

- Total Days of Session: 89
- Bills Posted: 1708
- Bills Passed: 252
- Bills Vetoed: 0
- Bills Signed: 189
- Resolutions Posted: 121
- Resolutions Passed: 7

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# Deadlines

- **April 16:** Last day for consideration of bills in conference committees
- **April 20:** 100<sup>th</sup> Day of Session  
Sine Die adjournment unless leadership extends



# Education Bills Signed by Governor

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# HB2018

## Schools; Audits; Financial Records; Budgets

- School districts and charter schools must send a copy of audit reports to the county school superintendent and ADE
- ADE will must publish the report
- School district governing boards must publicly accept by roll call vote



# HB2023

## Schools; Employees; Employment; Discipline

- ADE will now also investigate complaints of immoral or unprofessional conduct by a noncertificated employee
- Schools must search the ADE educator information system on the prospective employee
- School districts and charter schools cannot employ:
  - A certificated person in a position that requires a valid fingerprint clearance card if the person's card has been suspended, surrendered or revoked and not subsequently reinstated, or
  - A noncertificated person who has been prohibited from employment at a school district or charter school by the Board under this legislation

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# SB1028

## Alternative Assessment; Special Education

- SBE will adopt rules that allow students who qualify for special education services to participate in alternative statewide testing
- Establishes an “Alternative Assessment Study Committee” to discuss the alternative assessments and related issues



# SB1097

## Pupils; Excused Absences; Mental Health

ADE will create criteria to permit an excused absence for students due to the mental or behavioral health of a pupil as an excused absence



# SB1114

## Schools; Required Posting; Abuse Hotline

Schools must post a clearly visible sign that contains:

- 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



# SB1139

## Classroom Site Fund; Distribution

- Removes the requirement that school districts and charter schools spend CSF monies in the below manner:
  - 40% for increased teacher compensation based on performance and employment related expenses
  - 40% for maintenance and operation purposes
  - 20% for teacher base salary increases and employment-related expenses
- The performance based compensation system adopted by school district governing boards is no longer required to have individual teacher performance account for 33% of the 40% allocation for teacher compensation

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# SB1165

## Schools; Performance Evaluations

- Gives the option for school districts not to conduct performance evaluations of principals and certificated teachers in SY 20-21
- The absence of a performance evaluation in SY 20-21 does not disqualify a teacher from being eligible to receive performance pay from the Classroom Site Fund



# SB1377

## Civil Liability; Public Health Pandemic

- Provides liability protections for public school districts during pandemic
- Public school districts would not be liable for injury from the public health pandemic where it has acted in good faith to protect against the pandemic
- Places burden on the claimant to prove by clear and convincing evidence that the person or provider failed to act or acted with willful misconduct or gross negligence

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# SB1404

## State Seal of Biliteracy; Assessment

- Started as bill affecting elections for School District Governing Boards and CTEDS
- Strike everything amendment
- Modifies the requirements for a student to obtain a state seal of biliteracy on their high school diploma to require the student to pass an examination in English language arts, instead of pass the standardized end-of-course examinations in English language arts
- Retroactive to July 1, 2020

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# Final Thoughts

- No Budget Yet
- No indication of a plan to fund schools fully for FY 21
- State appears to be focused on tax cuts right now
- Next Update: May 11<sup>th</sup>





GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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DATE OF MEETING: April 13, 2021

TITLE: Approval of Appointment of Administrative Personnel

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**BACKGROUND:**

Administration presents the below candidates to the Governing Board for review and approval for hire to fill the vacancy of Middle School Principal at La Cima Middle School, as well as Middle School Assistant Principal at Amphitheater Middle School, for fiscal year 2021-22. Pertinent information about the interview process for each position is set forth below.

**Middle School Principal of La Cima Middle School**

When the position of Middle School Principal at La Cima Middle School became vacant, the position was advertised as open and the applicants reviewed. Dr. Roseanne Lopez, Kristin McGraw, Chris Trimble, and Matt Munger screened 18 files for the position of Middle School Principal. Six candidates were selected to interview with the committee. The six interviewed were: Dr. Anne Dudley, Gayle Taylor, Dr. Roman Soltero, Deanna Campos, Cindy Lewis, and Chad Knippen.

The interview committee consisted of:

- Michael Bejarano, Associate Superintendent for Secondary Education, Chair
- A.J. Malis, Amphitheater High School Principal
- Elizabeth Jacome, Coronado K-8 School Principal
- Leslie Ferre, Teacher
- Katy Dodds, Teacher
- Betsy Gardner, Teacher
- J.D. Aragon, Classified
- Ray Gee, Parent
- Kate Guymon, Parent

Based on the ratings of the school-based committee, Dr. Anne Dudley and Gayle Taylor were recommended as finalists for interviews with Superintendent Todd Jaeger; Michael Bejarano, Associate Superintendent for Secondary Education; Dr. 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; Kristin McGraw, Executive Director of Student Services; and Scott Little, Chief Financial Officer.

Superintendent Todd Jaeger recommends **Dr. Anne Dudley** for the position of Middle School Principal for La Cima Middle School for FY 2021-2022.

**Middle School Assistant Principal of Amphitheater Middle School**

When the position of Middle School Assistant Principal at Amphitheater Middle School became vacant, the position was advertised as open and the applicants reviewed. Dr. Roseanne Lopez, Tassi Call, Angela Wichers, and A.J. Malis screened 36 files for the position of Middle School Assistant Principal. Six candidates were selected to interview with the committee. The six interviewed were:



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

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Principal. Six candidates were selected to interview with the committee. The six interviewed were: Kimberly Earlenbaugh, David Linn, Mamie Spillane, Deanna Campos, Monique Berry-Kelley, and Manny Padilla.

The interview committee consisted of:

- Michael Bejarano, Associate Superintendent for Secondary Education, Chair
- Kristin McGraw, Executive Director of Student Services
- Angela Wichers, Amphitheater Middle School Principal
- Laurie Sheber, Prince Elementary School Principal
- Kellie Higgins, Teacher
- Diedre Watson, Teacher
- Mateo Arredondo, Teacher
- Kim Mitchell, Classified

Based on the ratings of the school-based committee, Mamie Spillane and Deanna Campos were recommended as finalists for interviews with Superintendent Todd Jaeger; Michael Bejarano, Associate Superintendent for Secondary Education; Dr. 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 Angela Wichers, Amphitheater Middle School Principal.

Superintendent Todd Jaeger recommends **Deanna Campos** for the position of Middle School Assistant Principal for Amphitheater Middle School for FY 2021-2022.

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**RECOMMENDATION:**

It is the recommendation of Administration that the Governing Board approve the appointments for Middle School Principal of La Cima Middle School and Middle School Assistant Principal of Amphitheater Middle School as presented.

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**INITIATED BY:**

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

**Date: April 8, 2021**

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

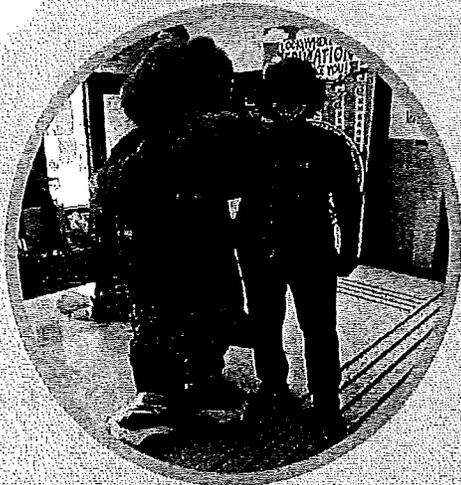
4/13/2021

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Campos	Deanna	Assistant Principal	CT-AD	Amphi Middle School	MSA	5+ years	Replacement	Ms. Wichers	*
Dudley	Anne	Principal	CT-AD	La Cima Middle School	MSPD	5+ years	Replacement	Mr. Bejarano	*

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*	2021-2022 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



# DEANNA CAMPOS

Principal

## EDUCATION

Northern Arizona University  
1994-1995  
Master of Education. Dean's List

University of Arizona  
1988-1992

## CONTACT

## WORK EXPERIENCE

**TUSD Wright Elementary**      **A+ Principal**      **Tucson, AZ**  
2016–Present  
Propelled a D school with 100% Title One and has 22 different languages to an A+ school of excellence. Implemented the first Avid elementary school in the district, becoming an Avid elementary school Demo for schools across the Southwest Region. Fostered partnerships with local businesses, neighborhood communities, law enforcement and churches that provide supports and opportunities for students and families. Created a PBIS environment using Trust Cards and community involvement.

**TUSD Mary Belle McCorkle K-8**      **Assistant Principal**      **Tucson, AZ**  
2012–2015  
Oversaw discipline, technology and athletic department. Created middle school policies, including a discipline matrix which aligned with New Tech Network curriculum resulting in a reduction of referrals and disciplinary incidents.

**Pima Community College**      **Adjunct Professor**      **Tucson, AZ**  
2006–2009  
Taught Structured English Immersion classes to teachers for credit.

**Prescott College**      **Mentor/Instructional Coach**      **Tucson, AZ**  
2006-2009  
Taught education classes, i.e., Methods Courses, SEI Instruction, Curriculum and Instruction, Classroom Management, etc.

**Townsend Middle School**      **Principal Designee/Teacher**      **Tucson, AZ**  
2000-2012  
Assumed responsibilities when Principal was out, Highly qualified ELA/SEI/ELD teacher. Musical Theatre Teacher. Newspaper/Yearbook/Journalism Teacher. 504 & testing coordinator.

**Amphitheater School District**      **Teacher**      **Tucson, AZ**  
1998-2000      Nash Elementary  
1992-1998      Prince Elementary  
Success for All Reading Facilitator, Principal, Saturday School, Facilitated in-services for entire faculty/staff.

## HOBBIES

Professional Pianist/Singer/Actor  
Musical Theater  
Coaching: soccer, track, XC

## CERTIFICATES AND ENDORSEMENTS

Principal Certificate  
Curriculum Technology Education Certificate  
Elementary Ed. K-8  
Reading Specialist  
GATE Certified  
English as a Second Language Endorsement  
Qualified Evaluator Level I and II

# Dr. Anne M. Dudley

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## PROFILE SUMMARY

Middle/High School Principal with excellent record of developing, coordinating, and implementing aligned systems and initiatives to improve student outcomes seeks La Cima Middle School Principal position.

### Creative and highly experienced transformational, instructional, organizational school leader

- Skilled in leading student-centered strategic planning, goal setting, program development, implementation, and analysis to drive school improvement
- Develop and implement Positive Behavior Interventions and Supports (PBIS) and Multi-Tiered System of Supports (MTSS) resulting in increased student attendance, retention, course completion, achievement, graduation rates while decreasing behavior referrals
- Liaison with community and district partners to provide wide range of student services
- Trainer and mentor to school counselors and teacher teams serving diverse students with complex academic, attendance, social, emotional, health, and social economic challenges and histories
- Author and coordinate annual integrated action plans leveraging budgets, personnel, tiered support systems, schedules, professional development, and community resources
- 15 years of hiring, training, coordinating, and evaluating teachers/staff to increase student success
- Responsible for day-to-day school operations, schedules, budgets, programming, safety

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## PROFESSIONAL EXPERIENCE

Teenage Parent High School | Tucson USD, Tucson, AZ  
Principal

July 2012 – October 2020

- Transformed high needs school from School in Improvement to "B" School due to increased student achievement, graduation rate, and completion of college and career criteria (2017 – 2020)
- Awarded AdvancED accreditation 2017 with no restrictions
- Develop and facilitate 3-year student attendance project with United Way resulting in 5% annual increase in student attendance rates and two \$5,000 community organization awards
- Train and facilitate collaborative teams to develop and implement PLCs, PBIS, MTSS, trauma informed and restorative practices resulting in improved student attendance, course completion, graduation rates, and school connection, while decreasing behavior referrals (50% annually)
- Oversight of daily operations, instructional programming, safety plans/drills, staff training and evaluation, training and implementation of district/school policy, practices and procedures
- Leadership, coordination, and implementation of COVID school level re-entry and safety plans, laptop deployment, grading and attendance policies, master and bell schedules, online instructional platforms, transition of all academic and support services to virtual platforms
- District leader in identifying, adopting, and utilizing ELA and math interventions to support targeted interventions and instructional practices (e.g. ALEKS, IXL, Achieve3000, AVID, culturally relevant practices, targeted credit recovery, and college and career skill building courses)
- Conduct and utilize annual school-wide needs assessment and surveys to create detailed Integrated Action Plans leveraging budgets, PD, PLCs, scheduling, instructional programming, partnerships
- Successful implementation of Targeted School Improvement Grants to increase student achievement resulting in ADE reassigning grant funds to purchase needed technology
- Cultivate/coordinate district and community partnerships to secure wide range of student academic, health, mental health, parenting, and basic needs services
- Support teacher attendance at annual PLC and AVID trainings to increase student centered strategies
- Inspire and facilitate teacher teams to develop and implement school-wide advisory course focused on developing connection to school, social-emotional learning, daily attendance, self-determination, collaboration, college, career, daily living, and parenting skills. Course implemented 2017 – 2020
- Support college and career activities: lessons, workshops, campus visits - 100% FAFSA completion
- Mentor future principals/educational leaders including TUSD's 2019 High School Teacher of the Year

- **School Test Coordinator (2013-20):** calendar, coordinate, and train staff to administer and analyze district and state testing and surveys
- **Principal Cadre Leader:** mentor, facilitate, and collaborate with principals to solve complex issues and implement new district requirements in a majority-minority school district

**Canyon Day Junior High | Whiteriver USD, Whiteriver, AZ**  
**Turn Around Principal/Director of HS Online Alternative School Program**

July 2010 – June 2012

- Lead, coordinate, and implement large Federal/State School Improvement Grant (SIG) in tribal school ranked lowest 5% in country on multiple student measures
- Design, facilitate and implement transformative practices to improve student outcomes: decreased discipline incidents (21%), dropout rate (18%), and increased academic scores (average of 13%), student attendance (21%), and parent participation via quarterly data chats
- Increased student enrollment by 28% starting 2<sup>nd</sup> year of SIG implementation
- Coordinate and facilitate on going professional development to/with school faculty and consultants to improve student academic, behavior, social-emotional, safety, and health outcomes
- Management/coordination of multiple grant budgets (1.5 million) to train staff, hire consultants, instructional coach, and intervention specialists to improve Tier 1 and 2 instructional practices
- Oversight/coordination of daily operations, programming, calendars, schedules, and extra curriculars
- Participate in ongoing national, state, and district trainings to ensure implementation of best practices
- Increased high school graduation rate by 21% (2012) through development and implementation of alternative on-line credit recovery and counseling support program for marginalized high school youth
- Chair of Teacher Evaluation Adoption Committee: coordinate district teachers to research, evaluate, and advise Superintendent in selection/adoption of new teacher evaluation tool

**Mountain View High School | Marana USD, Marana, AZ**  
**Assistant Principal, Student Services**

July 2005 – June 2010

- Oversight and coordination of multiple student support programs and departments including Counseling, 504, Special Education, ELL, Positive Behavior Interventions and Supports, Smaller Learning Communities, and 8<sup>th</sup> grade transition/graduation pathway plan
- Led collaborative school team in designing and implementing Positive Behavior Intervention and Supports (PBIS) system – MVHS P.O.W.E.R and represented MVHS on district PBIS team
- Creation, oversight, and daily support to new campus inclusive co-teaching and autism programs
- Train special education teachers on REWARDS, an adolescent reading intervention program
- Hiring, onboarding, supervision, and evaluation of multiple academic departments: Counseling, Special Education, ELL, Math, English, Science, CTE
- Oversight of master schedule for school of 1,800 students
- Participation in all multi-disciplinary conferences and IEP, led manifestation determination meetings

**University of Arizona, College of Education | Tucson, AZ**  
**College Instructor and Internship Supervisor**

January 2002 – May 2005

- Full responsibility for teaching 3 special education courses (graduate/undergraduate)
- Observe, coach, mentor, coordinate, and evaluate student teachers serving ELL/EXED students
- Trainer for Bureau of Indian Affairs Exceptional Education Grant for teachers and instructional aids

**Graduate Teaching and Research Associate**

July 1999 – May 2005

- Conduct research and clerical tasks to support federal tuition grant and professor research
- Support teaching, grading, tutoring for undergraduate/graduate special education courses

**Institute Le Rosey International School | Rolle, Switzerland**  
**Learning Support Coordinator and ELL English Teacher**

January 1996 – July 1999

- English teacher grades 8 and 10 for students who spoke English as a Second Language
- 89% passing rate on ELL IGSCE English Exams (equivalent to sophomore class exams)

- Developed and coordinated first Learning Support Services Program coordinating faculty, nurse, psychologist and outside agencies to support students with wide range of academic challenges

**Colorado State University, Dept of English | Fort Collins, Colorado**  
**Graduate Teaching Associate, College Composition**  
**Tutor, Student Disability Center**

August 1994 – December 1995  
 August 1993 – May 1994

**Upward Bound, Adams State College | Alamosa, Colorado**  
**English' Composition/Creative Writing Teacher**

September 1992 – May 1993

- Writing teacher and mentor for first generation college bound high school students

**Landmark College | Putney, Vermont**  
**Literacy & Academic Skills Tutor | Communications Instructor**

June 1990 – July 1992

- Design and teach targeted daily literacy skills lessons to students with learning differences
- Design and teach communications course for adult students reading between grades 1 – 6

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## Education

**Doctor of Philosophy in Special Education, Rehabilitation & School Psychology** December 2005  
**Minor in Education Leadership, University of Arizona, Tucson, AZ**

**Master of Arts in English, Colorado State University, Fort Collins, CO** May 1999

**Bachelor of Arts in Creative Writing, Oberlin College, Oberlin, OH** May 1989

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## Licensures

**Arizona Principal Certificate** April 2004

**Arizona Special Education K-12 Teaching Certificate** April 2001

**Certified Trainer for REWARDS (Reading Excellence: Word Attack and Rate Development Strategies), Cambium Learning, Sopris West** July 2006

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## Community Involvement and Leadership

**Board Member** – Education Enrichment Foundation, Tucson, AZ, May 2020 – present  
**President, President Elect, and Board Member** – Education Leaders, Inc., Tucson, AZ, 2015 – Sept 2020  
**Chair -Teacher Evaluation Adoption Committee, Whiteriver Unified School District, Whiteriver, AZ, 2012**  
**Member, Multiple TUSD District Committees between 2013 – 2020 including District Strategic Planning, Teacher Evaluation Committee, Principal Evaluation Committee, COVID Facilities Re-entry Team**  
**AZ State Support Cadre, Arizona Department of Education Exceptional Student Services, Jan 2005 -May 2010**  
**Chair, National Standing Committee on Students for Council for Exceptional Children, Oct. 2004 – July 2006**  
**Secretary, University of Arizona Branch Council of Exceptional Children May 2003 – Sept. 2004**  
**Graduate Student Representative, University of Arizona Committees between 2001 – 2005: Professional Preparation Board; College of Education Council; College of Education Curriculum Committee; Dean's Graduate Student Advisory Committee; Annual New Graduate Student Orientation for University**

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## Affiliations

Association for Supervision and Curriculum Development  
 Educational Leaders, Inc.  
 Child Mind Institute  
 Council of Exceptional Children  
 Council of Administrators of Special Education

National Association of Secondary Principals  
 Arizona School Administrators



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

---

**DATE OF MEETING:** April 13, 2021

**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 12, 2021.

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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:**

A handwritten signature in black ink, appearing to be "mjt", is written over a horizontal line.

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

Date: April 12, 2021

A handwritten signature in black ink, appearing to be "Todd A. Jaeger", is written over a horizontal line.

Todd A. Jaeger, J.D., Superintendent

4/13/2021

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Brouillette	Walter	Special Education Teaching Assistan	CL	Donaldson Elementary	E	N/A	Rehire	Ms. Letts	
Burge-Dowling	Kimmie	Preschool Aide/Caregiver	CL	Innovation Academy	A	N/A	Rehire	Mr. McConnell	
Crawford	Janie	Food Service Attendant I	CL	Wilson K-8 School	A	N/A	Replacement	Ms. Cribbs	
Dominguez	Ariana	Special Education Teaching Assistan	CL	Donaldson Elementary	E	N/A	Replacement	Ms. Letts	
Garcia	Latissia	Special Education Teaching Assistan	CL	CDO High School	E	N/A	Replacement	Ms. Bulleigh	
Garmon	Guadalupe	Bilingual Clerk	CL	Coronado K-8 School	D	N/A	New	Ms. Jacome	
Juarez Carmelo	Ernesto	Custodian I	CL	CDO High School	D	N/A	Replacement	Ms. Bulleigh	
Mautalen	Kurtis	Groundskeeper I	CL	Facilities Support	D	N/A	Replacement	Mr. Spivey	
McKenzie	Briana	Food Service Attendant I	CL	La Cima Middle School	A	N/A	New	Ms. Cribbs	
Prado	Alexander	Refrigeration Mechanic III	CL	Facilities Support	N	5+ years	Replacement	Mr. Duarte	
Utley	Lourdes	Campus Monitor	CL	Nash Elementary	A	N/A	Replacement	Mr. Hehli	
Whitaker	Tamra	Campus Monitor	CL	Wilson K-8 School	A	N/A	Replacement	Ms. Sullivan	105
Wilson	Karen	Preschool Aide/Caregiver	CL	Innovation Academy	A	N/A	Rehire	Mr. McConnell	
Wilson	Simon	Instructional Technology Specialist	CL	Keeling Elementary	E	N/A	Replacement	Ms. Orelup	
Van Wert	Ryan	ADDN - GEAR UP Academic Tutor -	ADCL	Amphi High School			New	Mr. Malis	\$12.15 per hour

*	2021-2022 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

04/13/2021  
 GOVERNING BOARD MEETING  
 APPOINTMENTS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Ernst	Stephanie		CT		03/10/2021	
Guerra	Francisco		CT		03/26/2021	
Laliberte	Caroline		CT		03/26/2021	
Landers	Courtney		CT		03/26/2021	
Pruitt	Toni		CL		03/29/2021	
Rusak	Keara		CL		03/25/2021	

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AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of Personnel Changes

---

**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of April 12, 2021.

The following job descriptions are being presented for approval:

- Administrative Assistant I – Bilingual Communication
- Summer Elementary School Administrative Assistant

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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:**

A handwritten signature in black ink, appearing to be "Michelle H. Tong".

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

Date: April 12, 2021

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

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Todd A. Jaeger, J.D., Superintendent

4/13/2021

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Marries	Jennifer	Counselor	CT-PR	Amphi Academy Online	Increase FTE		N/A	
Cyrus	Thomas	Teacher - Orchestra	CT	Keeling Elementary	Decrease FTE		N/A	
Delgado	Selah	Occupational Therapist	CL-PR	Wetmore Center	Increase FTE		N/A	
Colvert	Cathryn	Crossing Guard	CL	Harelson Elementary	Additional Position	A	N/A	
Cuestas	Daniel	Computer Repair Technician	CL	Ironwood Ridge High	Promotion	K	+\$2.55	
Dalton-Aragon	Jaron	Instructional Technology Specialist	CL	La Cima Middle School	Promotion	E	+\$0.49	
Embrich	Nancy	Bilingual Instructional Assistant	CL	La Cima Middle School	Additional Position	D	N/A	
Embrich	Nancy	Bilingual Clerk	CL	La Cima Middle School	Decrease FTE		N/A	
Escarriga Castro	M Frania	Cook II	CL	Amphi High School	Promotion	C	+\$0.49	
Hardin	Kristy	Special Education Teaching Assis	CL	Painted Sky Elementary	Promotion	E	+\$0.49	
Morales	Manuel	Security Officer	CL	Amphi Middle School	Transfer	D	<\$1.97>	
Sheesley	Cynthia	Parent Educator	CL	Federal/State Programs	Decrease FTE		N/A	
Walsh	Robert	Groundskeeper I	CL	Facilities Support	Transfer	D	N/A	108
Ambrosio	Trish	ADDN - R.I.S.E. (CT Admin. Desi	ADCT	Ironwood Ridge High	Addendum			\$400.00
Ambrosio	Trish	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum			\$1,800.00
Arredondo	Mateo	Coach - Track Head MS	ADCT	Amphi Middle School	Addendum			\$1,700.00
Bernal	Yemen	ADDN - Enrichment Tutor - ACHIE	ADCT	Prince Elementary	Addendum			\$25.00 per hour
Bonar	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$1,800.00
Bonar	Ann	ADDN - R.I.S.E. (CT Admin. Desi	ADCT	CDO High School	Addendum			\$200.00
Bravard	Tabitha	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$1,800.00
Cook	Julie	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum			\$30.00 per hour
Cordell	Mandi	ADDN - Administrative Designee	ADCT	Innovation Academy	Addendum			\$2,000.00

*	2021-2022 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

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Davis	Rachel	Coach - Volleyball Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Davis	Shelby	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	
Dodds	Kathryn	Coach - Track Head MS	ADCT	La Cima Middle School	Addendum		\$1,700.00	
Donahue	Brian	Coach - Volleyball Head MS	ADCT	La Cima Middle School	Addendum		\$1,700.00	
Duran	Juanita	ADDN - Certified Tutor	ADCT	Amphi Middle School	Addendum		\$30.00 per hour	
Edwards	Cassidy	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Estrella	Crystal	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	
Ferris	Rachelle	ADDN - Vex Robotics	ADCT	Innovation Academy	Addendum		\$1,200.00	
Ferris	Rachelle	ADDN - Academic Assistant EL	ADCT	Innovation Academy	Addendum		\$700.00	
Floyd	Scott	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Fulks	Neal	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$1,800.00	
Fulks	Neal	Special Events Worker	ADCT	Ironwood Ridge High	Addendum		\$12.15 per hour	
Gallagher	Emily	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	
Gingrich	Elisabeth	ADDN - Academic Assistant EL	ADCT	Innovation Academy	Addendum		\$700.00	
Godlewski	Fabienna	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$1,800.00	109
Godlewski	Fabienna	ADDN - R.I.S.E. (CT Admin. Desi)	ADCT	CDO High School	Addendum		\$200.00	
Habinek	Daniel	Special Events Worker	ADCT	Ironwood Ridge High	Addendum		\$12.15 per hour	
Hartman	Eric	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$1,800.00	
Hayes	Jeremy	Coach - Volleyball Head MS	ADCT	Coronado K-8 School	Addendum		\$1,700.00	
Hayes	Shana	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$700.00	
Kautz	Douglas	Coach - Baseball Head MS	ADCT	Coronado K-8 School	Addendum		\$1,700.00	
Larson	Lisa	Coach - Volleyball Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Lopez	Lindsay	Coach - 4th Q. Extracurricular Act	ADCT	Cross Middle School	Addendum		\$2,000.00	
McGill	Gena	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$1,800.00	

*	2021-2022 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

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Novinski	Garrett	Coach - Track Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Ochoa	Joy	Coach - 4th Q. Extracurricular Act	ADCT	Coronado K-8 School	Addendum		\$2,000.00	
Panneck	Jeffrey	Coach - 4th Q. Interscholastic Sup	ADCT	La Cima Middle School	Addendum		\$500.00	
Piancino	Hailey	ADDN - Homebound	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Pincus	Mark	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$1,800.00	
Post	Brian	Coach - Track Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Powell	Lisa	Coach - Volleyball Head MS	ADCT	Amphi Middle School	Addendum		\$1,700.00	
Quigley	Erin	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Rayleigh	Kaylea	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$700.00	
Reynolds	Leighann	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Rivas	Bianca	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	
Rivera	Mabel	ADDN - Technology Coach EL	ADCT	Innovation Academy	Addendum		\$1,550.00	
Schiffman	Sandra	ADDN - Homebound	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Sears	Sydney	ADDN - Certified Tutor	ADCT	Amphi Middle School	Addendum		\$30.00 per hour	
Shiba	Robert	Coach - Volleyball Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Smith	Alexander	Coach - 4th Q. Extracurricular Act	ADCT	Wilson K-8 School	Addendum		\$2,000.00	
Smith	Shawn	Coach - Baseball Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Sparlin	Erika	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Sutton	Kyle	Coach - Track Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Taylor	Lisa	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Taylor	Sean	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	
Thacker	Lynn	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$700.00	
Tilicki	Nicole	ADDN - Student Council EL	ADCT	Innovation Academy	Addendum		\$950.00	
Tilicki	Nicole	ADDN - Academic Assistant EL	ADCT	Innovation Academy	Addendum		\$700.00	

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*	2021-2022 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

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Todd	Cary	Coach - Baseball Head MS	ADCT	La Cima Middle School	Addendum		\$1,700.00	
Vaughn	Alexandria	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Watson	Forrest	Coach - 4th Q. Interscholastic Sup	ADCT	Amphi Middle School	Addendum		\$500.00	
Welsh	Brian	Coach - Baseball Assistant MS	ADCT	La Cima Middle School	Addendum		\$1,400.00	
Wojdyla	Cheryl	Coach - Volleyball Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Wolfson	Mia	ADDN - Curriculum Development	ADCT	Prince Elementary	Addendum		\$25.00 per hour	
Woodard	Nicholas	Coach - 4th Q. Extracurricular Act	ADCT	La Cima Middle School	Addendum		\$2,000.00	
Yetman	Christopher	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$1,800.00	
Barrera	Laura	ADDN - Extra Hours	ADCL	Holaway Elementary	Added Duty		\$12.15 per hour	
Carreon	Ricardo	ADDN - Extra Hours	ADCL	Painted Sky Elementary	Added Duty		\$12.15 per hour	
Contreras	Maria	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$13.30 per hour	
Corral	Rosa	ADDN - Extra Hours	ADCL	Keeling Elementary	Added Duty		\$12.15 per hour	
Houston	Juanita	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$12.24 per hour	
Jaeger	Todd	ADDN - Performance Stipend	ADCL	Wetmore Center	Addendum		\$5,000.00	
Lopez	Sahara	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$13.59 per hour	
Lopez De Celaya	Brenda	ADDN - Extra Hours	ADCL	Holaway Elementary	Added Duty		\$12.15 per hour	
Perez	Richard	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty		\$15.51 per hour	
Peterson	Matthew	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$14.11 per hour	
Spivey	Austin	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty		\$12.15 per hour	

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*	2021-2022 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						

## ADMINISTRATIVE ASSISTANT I – BILINGUAL COMMUNICATION

### QUALIFICATIONS

#### A. REQUIRED

- Associate's degree or two years of college coursework
- Three years working experience in administrative support positions; demonstrated skill in and knowledge of administrative practices and procedures
- Fluency in speaking, reading, writing and translating the Spanish language
- Passing score on bilingual skills test
- Equivalent combination of education/training/experience
- Demonstrated high skills in secretarial practices with the ability to obtain a passing score on the following skills assessments: Basic Computer, Internet Basics, Using Email, Microsoft Word, and Microsoft Excel
- Good working knowledge of computer applications, including word processing, databases and spreadsheet packages

#### B. DESIRED

- Course work in business administration or related field
- Previous experience in a school district or university
- Proficiency in Access highly desired

### SUMMARY

This position provides administrative services of a specialized and/or complex nature on behalf of a senior staff administrator. Relieves the supervisor of considerable administrative detail by interpreting and executing policy as assigned. Provides translation services for the assigned department as well as the Superintendent's office, Legal Services department including student discipline cases, and the District (when available and appropriate) by interpreting, reading, writing, and translating the Spanish language.

Reports to: Appropriate Administrator

### ESSENTIAL FUNCTIONS:

- Serves as an intermediary between supervisor and other officials, students, businesses or the general public
- Functions in a line or staff capacity relative to analyzing, planning, supervising, establishing and maintaining effective working relations with others
- Gathers data, supplies information, explains policy and procedure, and assists in solving complex problems at the procedural level
- Advises supervisor of pertinent developments, the need for policy statements or executive action and may assist in developing or recommending procedures
- Supervises or coordinates an administrative function, prepares and/or reviews a variety of management reports and assists various sections in budget preparations

- Provides technical assistance to line and staff officials, represents the agency at meetings and conferences pertinent to area of responsibility, and coordinates activities with other staff members
- May be delegated authority to administer specific types of budget expenditures
- Takes minutes of meetings of the governing board of education, superintendent's cabinet and other meetings as requested
- Uses Spanish language skills, such as interpreting, reading, writing and translating the language for the District to include, but not limited to: long-term suspension and expulsion hearings; Governing Board Executive Sessions involving student discipline; reports and letters to parents, as well as calls and visits from parents
- Prepares translated material for use by District staff, such as documents, policy memoranda, booklets, letters, or verbal communication transcriptions
- Provides verbal interpreting services at meetings, hearings, conferences, and other forums
- Proofreads material in English and Spanish for accuracy and correct grammatical content
- 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**

- Ability to apply strong statistical and analytical skills for documents and data
- Ability to concentrate for extended periods of time
- Ability to meet deadlines with time constraints
- Ability to communicate with district personnel at all levels
- Temperament to sustain extended work hours and problem situations
- Ability to understand and carry out complicated written and oral instructions
- Ability to process complicated mathematical computations
- Ability to work alone and as part of a team
- Ability to work on several tasks at the same time
- Ability to perform close vision work, with or without reasonable accommodations
- Ability to sit for extended periods of time
- Ability to perform tasks requiring manual dexterity
- Ability to occasionally lift up to 20 pounds
- Ability to operate digital office equipment

Non-exempt/Addn  
Level H  
April 2021

## **SUMMER ELEMENTARY SCHOOL ADMINISTRATIVE ASSISTANT**

### **QUALIFICATIONS**

#### **A. REQUIRED**

- High school diploma or equivalent
- Three years of progressive clerical experience
- Working knowledge of word processing, database and spreadsheet applications
- Passing score on the following skills assessments: Basic Computer, Internet Basics, Using Email, Microsoft Word and Microsoft Excel
- Must be able to become certified in First Aid prior to or after hire

#### **B. DESIRED**

- An Associate's degree or secretarial certificate from an accredited community college or vocational program
- Prior secretarial experience in a school setting

### **SUMMARY**

The School Administrative Assistant performs a wide variety of duties, including confidential responsibilities to overseeing the work of others, with minimal supervision from the principal. Regular attendance is necessary to perform the essential functions of this position.

Reports to: Summer School Leader

### **ESSENTIAL FUNCTIONS**

- Serves as the sole office staff member for summer school related program(s) at the school site to include all aspects of administrative and clerical assistance
- Serves as an intermediary between the principal and the community, faculty, staff, parents, and students
- Responsible for regular office functions, including training staff in operation and maintenance of office equipment, coordinating the work of the building, office aides and other clerical support staff, and coordinating schedules
- Serves as the sole office staff member for summer school related program(s) at the school site to include all aspects of clerical assistance/office support
- Advises the principal of pertinent developments and the need for executive action and may assist in developing procedures that result
- Maintains inventory control and prepares purchase orders
- Responsible for handling payroll data, which includes timesheets and absence reports of classified and certified personnel
- Provides bookkeeping services to maintain and balance student activity, auxiliary and site budget accounts
- Maintains student registration records and student withdrawals, and submits accurate monthly reports to the district office
- Maintains attendance registers, absence and attendance records, and prepares statistical reports for the State

- Assists the principal in compiling and coordinating information for reports, correspondence and memoranda. Prepares and types the documents
- In the absence of the school nurse/health assistant, serves as nurse's aide in caring for sick and injured students, counseling students and parents, and dispensing medication
- Maintains the principal's appointment schedule and the school-wide calendar
- Occasionally performs cafeteria and/or playground duty
- Exhibits patience, courtesy and tact when dealing with others
- 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 related duties, as assigned

#### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to concentrate and remain seated for extended periods of time
- Ability to multi-task and coordinate activities in an office setting
- Ability to effectively communicate, both orally and in writing
- Ability to perform functions from oral and written instructions
- Ability to evaluate written materials
- Ability to perform tasks requiring manual dexterity



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

DATE OF MEETING: April 13, 2021

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 5, 2021.

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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:**

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

Date: April 5, 2021

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Todd A. Jaeger, J.D., Superintendent

4/13/2021

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Green	Jerel	Assistant Principal	CT-AD	Coronado K-8 School	02/22/2021	Start Date
Green	Jerel	Assistant Principal	CT-AD	Coronado K-8 School	03/23/2021	Return Date
Apodaca	Jason	Teacher - P. E.	CT	CDO High School	03/12/2021	Return Date
Borden	Kylie	Teacher - Mathematics	CT	Amphi Middle School	03/29/2021	Return Date
Cooper	Esther	Teacher - ELL/SEI	CT	Amphi Middle School	03/24/2021	Start Date
Floyd	Scott	Teacher - Spanish Language	CT	Coronado K-8 School	03/22/2021	Return Date
Morgan	Kiarah	Teacher - Special Education Presc	CT	Walker Elementary	03/29/2021	Return Date
Sallee	Katherine	Teacher - Special Education Resou	CT	Harelson Elementary	03/31/2021	Return Date
Bright	Crystal	Social Worker	CL-PR	La Cima Middle School	03/22/2021	Start Date
Stock	Sandra	Occupational Therapist	CL-PR	Wetmore Center	02/12/2021	Start Date
Arauz	Hermelinda	Custodian I	CL	Keeling Elementary	03/11/2021	Start Date
Johnson	Connie	Bus Driver	CL	Transportation	03/22/2021	Return Date
Killom	Andrew	Special Education Teaching Assist	CL	Rillito Center	04/22/2021	Start Date
Melzer	Donna	Bus Driver	CL	Transportation	03/25/2021	Return Date
Scott	Kallie	Food Service Attendant I	CL	Amphi High School	03/23/2021	Return Date
Slabaugh	Joyce	Graphics & Printing Lead	CL	Graphics & Printing	03/08/2021	Return Date
Thomas	Alexandre	Special Education Teaching Assist	CL	Ironwood Ridge High	03/22/2021	Start Date
Velarde Delgado	Sara	Campus Monitor	CL	Holaway Elementary	03/22/2021	Return Date
Wilson	Margaret	Special Education Teaching Assist	CL	Keeling Elementary	03/08/2021	Return Date

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- \* 2021-2022 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 13, 2021

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 12, 2021.

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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:**

A handwritten signature in black ink, appearing to read "Michelle H. Tong".

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

Date: April 12, 2021

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

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Todd A. Jaeger, J.D., Superintendent

4/13/2021

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Hehli	Robert	Principal	CT-AD	Nash Elementary	05/28/2021	Resignation	
Canez	Jessica	Teacher - Grade 2	CT	Prince Elementary	05/21/2021	Resignation	
Conboy	Sally Jo	Teacher - History	CT	CDO High School	05/21/2021	Resignation	
Fleckenstein	Emily	Teacher - Grade 4	CT	Wilson K-8 School	05/21/2021	Resignation	
Hodge	Mark	Teacher - Music and Audio FCT	CT	Ironwood Ridge High	05/21/2021	Retirement	Returning ESI
Hodge	Mark	Teacher - Band	CT	Ironwood Ridge High	05/21/2021	Retirement	Returning ESI
Killom	Roger	Teacher - Special Education	CT	Amphi High School	05/21/2021	Retirement	
Martinez	Diane	Teacher - Grade 4	CT	Nash Elementary	05/21/2021	Resignation	
Maspero	Karen	Teacher - Mathematics	CT	Wilson K-8 School	05/21/2021	Retirement	
Mattia	Tori	Teacher - History	CT	CDO High School	05/21/2021	Resignation	
Rangel-Procci	Monica	Teacher - Grade 1	CT	Prince Elementary	05/21/2021	Retirement	
Shank	Jennifer	Teacher - ED (SPED) Class	CT	Harelson Elementary	05/21/2021	Resignation	
Westfall-Loomis	Sharon	Teacher - Adaptive P.E.	CT	Harelson Elementary	05/21/2021	Resignation	119
Conover	Rebecca	Occupational Therapist	CL-PR	Wetmore Center	03/26/2021	Resignation	
Burns	James	Executive Manager of Opera	CL-AD	Wetmore Center	06/30/2021	Retirement	
Baez German	Yvonne	Special Education Teaching	CL	Nash Elementary	03/01/2021	Resignation	
Barrie	Tammy	Bus Driver	CL	Transportation	05/20/2021	Retirement	Returning ESI
Bearley	William	Custodian I	CL	Harelson Elementary	04/09/2021	Resignation	
Bell	Chandra	Bus Driver Trainee	CL	Transportation	01/29/2021	Resignation	
Brown	Dakota	Custodian I	CL	Wilson K-8 School	03/23/2021	Resignation	
Caffrey	Bruce	Community Technology Sup	CL	Wetmore Center	04/01/2021	Resignation	
Callaham	Mark	Computer Repair Technician	CL	Wetmore Center	06/30/2021	Retirement	
Corbell	Matthew	Food Service Attendant I	CL	Nash Elementary	03/09/2021	Deceased	

*	2021-2022 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 MEETING SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Corona	Linda	Food Service Attendant I	CL	Cross Middle School	03/03/2021	Resignation	
Coronado Medina	Magda	Food Service Attendant I	CL	La Cima Middle School	04/01/2021	Resignation	
Gutierrez	Sharon	Bus Driver	CL	Transportation	05/20/2021	Retirement	Returning ESI
Hitlaw	Bridget	Special Education Teaching	CL	Rillito Center	05/20/2021	Retirement	
Jimenez	Sonia	Special Education Teaching	CL	Nash Elementary	03/31/2021	Resignation	
Klier	Vanessa	School Administrative Assist	CL	Ironwood Ridge High	06/30/2021	Retirement	
Lopez	Ann	Custodian I	CL	Coronado K-8 School	03/26/2021	Resignation	
Miller Roederer	Roberta	Special Education Teaching	CL	Ironwood Ridge High	03/03/2021	Resignation	
Nagore	Jennifer	Special Education Teaching	CL	Mesa Verde Elementary	03/25/2021	Abandonment	
Negron	Jesus	Security Officer	CL	Ironwood Ridge High	04/02/2021	Dismissal	
Penate	Lorraine	Bilingual Community Liaison	CL	Amphi High School	03/26/2021	Resignation	
Shank	Michael	Shipping/Receiving Clerk	CL	Warehouse	03/26/2021	Resignation	
Smith	Karin	Executive Assistant to the S	CL	Wetmore Center	06/30/2021	Retirement	
Starace	Michael	Bus Driver	CL	Transportation	04/02/2021	Resignation	
Swanson	Mark	Auto Mechanic II	CL	Transportation	03/30/2021	Retirement	120
Floyd	Scott	Teacher - Career Explorator	ADCT	Coronado K-8 School	03/12/2021	Resign Addendum Only	

*	2021-2022 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

04/13/2021

Substitutes

GOVERNING BOARD MEETING  
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Rappaport	Edith		CT		03/09/2021	
Denaro	Jeanne		CL		03/30/2021	

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AD Administrative  
PR Professional  
CT Certified  
CL Classified



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

---

**DATE OF MEETING:** April 13, 2021

**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 5, 2021.

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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:**

A handwritten signature in black ink, appearing to read "Michelle H. Tong".

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

Date: April 5, 2021

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

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Todd A. Jaeger, J.D., Superintendent

4/13/2021

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Binnion	Chad	Coach - Softball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Bugarin-Espinoza	Melissa	Coach - Softball Assistant HS	Amphi High School	Stipend	\$2,400.00
Derfus	Robert	Coach - 4th Q. Interscholastic Sup	Wilson K-8 School	Stipend	\$500.00
Encinas	Anthony	Coach - Baseball Assistant HS	Amphi High School	Stipend	\$2,400.00
Gallardo	Jose	Coach - Baseball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Golden	Timothy	Coach - Track Head MS	Coronado K-8 School	Stipend	\$1,700.00
Hernandez	Julius	Coach - Baseball Head MS	Amphi Middle School	Stipend	\$1,700.00
Landers	Courtney	Associate Coach	Ironwood Ridge High	Stipend	\$1,000.00
Lopez	Kamie	Coach - Volleyball Assistant MS	Cross Middle School	Stipend	\$1,400.00
Madrid	Ena	Coach - Baseball Assistant MS	Coronado K-8 School	Stipend	\$1,400.00
Matthews	Jonathan	Coach - Baseball Head MS	Cross Middle School	Stipend	\$1,700.00
Pakkala	R Jason	Coach - Baseball Head MS	Wilson K-8 School	Stipend	\$1,700.00
Palmer	Marcus	Coach - Baseball Assistant MS	Cross Middle School	Stipend	\$1,400.00
Silvas	Gilberto Jr	Coach - Baseball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Trippe	John	Coach - Baseball Assistant MS	Amphi Middle School	Stipend	\$1,400.00
Valdez	Victor	Coach - Track Assistant MS	La Cima Middle School	Stipend	\$1,400.00

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\* 2021-2022 School Year



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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of Vouchers Totaling and Not Exceeding Approximately \$3,672,402.25  
(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.

**RECOMMENDATION:**

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

**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: April 12, 2021

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** April 13, 2021

**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:**

Scott Little, Chief Financial Officer

Date: March 24, 2021

Todd A. Jaeger, J.D., Superintendent

<b>Gift and Donation List</b>		
<b>Gifts and Donations</b>	<b>Exhibit</b>	<b>04-13-21</b>
Ck in the amount \$4,500.00	GENYOUth, Inc.	Wilson, Painted Sky, Cross
Ck in the amount \$4,000.00	Arizona Hearing Specialists, LLC	Harelson Elementary
Ck in the amount \$597.00	Fidelity Charitable	Harelson Elementary
Ck in the amount \$200.00	Raytheon	Holaway Elementary
Ck in the amount \$82.11	Coca Cola Gives	Wilson K-8
Ck in the amount \$400.00	Raytheon	Wilson K-8
Ck in the amount \$644.00	Raytheon	Canyon del Oro High School
Ck in the amount \$5,084.70	Innovation PTO	Innovation Academy
Ck in the amount \$500.00	ICF International	Wilson K-8
Ck in the amount \$2,076.20	Caterpillar Inc Charity Custodial Account	Innovation Academy
Ck in the amount \$184.45	Painted Sky PTO	Painted Sky Elementary
Ck in the amount \$30.00	Alwin & Patrice Toensing	Painted Sky Elementary



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of Parent Support Organization(s) – 2020-2021

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**BACKGROUND:**

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

La Cima Music Booster Club  
Amphitheater HS Parent Association  
Ironwood Ridge Baseball Booster  
JOM Indian Education Committee

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: April 6, 2021

*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent

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

School Year 2020-2021

Name of Organization La Cima Music Booster Club

School La Cima Middle School

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 27-3613559

**OFFICERS:**

**Name:** Jilliane Lewis

**Name:** \_\_\_\_\_

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 8/15/19

Date taking office: \_\_\_\_\_

**Name:** Becky Loy

**Name:** Melanie Parchman

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/20/20

Date taking office: 9/15/20

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
  - 2) I.R.S. Determination Letter (*first year only*)
  - 3) Annual budget, goals and objectives
  - 4) Current operating by-laws
  - 5) Last fiscal year AZ Corporation Commission Annual Report
  - 6) Last fiscal year I.R.S. Form 990 Annual Report
  - 7) Most recent treasurers financial report
  - 8) Most recent bank statement

- Informal Non-Profit Please Attach:
- 1) Annual budget, goals and objectives
  - 2) Current operating by-laws
  - 3) Most recent treasurers financial report
  - 4) Most recent bank statement

Are two signatures required on disbursements?  Yes  No By-laws reviewed annually?  Yes  No

Member meetings held how often? Monthly Executive meetings held how often? Yearly

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

Jilliane Lewis 2/11/21  
Signature Date

**Raymond Gee** Digitally signed by Raymond Gee  
Date: 2021.02.15 08:14:29 -07'00'

Becky Loy 2/17/21  
Signature Date

Melanie Parchman 3/9/21  
Signature Date

Site Administrator's Approval: [Signature]  
Signature

3/11/2021  
Date

For district use:

Finance Department recommendation: approval

Governing Board Agenda date: 128

11/3/21

Rec'd 3/25/21

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

School Year 2020-2021

Name of Organization Amphitheater HS Parent Association School Amphitheater HS

Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 42-1679713

**OFFICERS:**

**Name:** Jeanne Davis **Name:** Melinda Kuhn  
**Office Held:** President **Office Held:** Treasurer  
**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_ **Phone(s):** \_\_\_\_\_

**Date taking office:** 07/01/17 **Date taking office:** 07/01/17

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_  
**Office Held:** \_\_\_\_\_ **Office Held:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_ **Phone(s):** \_\_\_\_\_  
**Date taking office:** \_\_\_\_\_ **Date taking office:** \_\_\_\_\_

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit** Please Attach:  1) Articles of Incorporation (first year only)  
 2) I.R.S. Determination Letter (first year only)  
 3) Annual budget, goals and objectives.  
 4) Current operating by-laws  
 5) Last fiscal year AZ Corporation Commission Annual Report  
 6) Last fiscal year I.R.S. Form 990 Annual Report  
 7) Most recent treasurers financial report  
 8) Most recent bank statement
- Informal Non-Profit** Please Attach: 1) Annual budget, goals and objectives  
2) Current operating by-laws  
3) Most recent treasurers financial report  
4) Most recent bank statement

Are two signatures required on disbursements?  Yes  No By-laws reviewed annually?  Yes  No

Member meetings held how often? AS NEEDED Executive meetings held how often? ANNUAL

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

Jeanne Davis 10/29/2020 Melinda Kuhn 10/29/2020  
Signature Date Signature Date

Signature Date Signature Date

Site Administrator's Approval: [Signature] 3/25/21  
Signature Date

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 4/13/21

*Revd 3/25/21*

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

CONFIDENTIAL

School Year 2020-2021

Name of Organization Ironwood Ridge Baseball Booster School Ironwood Ridge HS

Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 46-4871669

**OFFICERS:**

**Name:** Robert Klingman  
Office Held: President  
Address: \_\_\_\_\_

**Name:** Valerie Warren  
Office Held: Treasurer  
Address: \_\_\_\_\_

E-mail: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

E-mail: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

Date taking office: 8/1/19

Date taking office: 8/1/19

**Name:** Joyce Silva  
Office Held: Vice President  
Address: \_\_\_\_\_

**Name:** Michelle Saint Hilarie  
Office Held: Secretary  
Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 8/1/19

Date taking office: 8/1/19

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
  - 2) I.R.S. Determination Letter (*first year only*)
  - 3) Annual budget, goals and objectives
  - 4) Current operating by-laws
  - 5) Last fiscal year AZ Corporation Commission Annual Report
  - 6) Last fiscal year I.R.S. Form 990 Annual Report
  - 7) Most recent treasurers financial report
  - 8) Most recent bank statement

- Informal Non-Profit Please Attach:
- 1) Annual budget, goals and objectives
  - 2) Current operating by-laws
  - 3) Most recent treasurers financial report
  - 4) Most recent bank statement

Are two signatures required on disbursements?  Yes  No By-laws reviewed annually?  Yes  No  
Member meetings held how often? monthly or as needed Executive meetings held how often? annually

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

Robert Klingman typed per COVID 10/6/2020  
Signature Date

Valerie Warren typed per COVID 10/6/2020  
Signature Date

Joyce Silva typed per COVID 10/6/2020  
Signature Date

Michelle Saint Hilarie typed per COVID 10/6/2020  
Signature Date

Site Administrator's Approval: [Signature] 10/12/20  
Signature Date

For district use: Finance Department recommendation: approval  
Governing Board Agenda date: 4/13/21

Revd 3/25/21

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

FORM 990

School Year 2020-2021

Name of Organization JOM Indian Education Committee School District Wide

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

**OFFICERS:**

<b>Name:</b> _____	<b>Name:</b> <u>Christine Nelson</u>
Office Held: <u>President</u>	Office Held: <u>Treasurer</u>
Address: _____	Address: _____

E-mail: _____	E-mail: _____
Phone(s): _____	Phone(s): _____
Date taking office: _____	Date taking office: _____

<b>Name:</b> <u>Gaylord Miguel</u>	<b>Name:</b> <u>Cindie Nahsonhoya</u>
Office Held: <u>Vice-Chairperson</u>	Office Held: <u>Chairperson</u>
Address: _____	Address: _____

Phone(s): _____	Phone(s): _____
Date taking office: _____	Date taking office: _____

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

- Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
  - 2) I.R.S. Determination Letter (*first year only*)
  - 3) Annual budget, goals and objectives
  - 4) Current operating by-laws
  - 5) Last fiscal year AZ Corporation Commission Annual Report
  - 6) Last fiscal year I.R.S. Form 990 Annual Report
  - 7) Most recent treasurer's financial report
  - 8) Most recent bank statement

- Informal Non-Profit Please Attach:
- 1) Annual budget, goals and objectives
  - 2) Current operating by-laws
  - 3) Most recent treasurer's financial report
  - 4) Most recent bank statement

Are two signatures required on disbursements?  Yes  No By-laws reviewed annually?  Yes  No

Member meetings held how often? Monthly Executive meetings held how often? As Needed

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

<u>Christine Nelson</u>	<u>10-29-2020</u>	<u>Gaylord Miguel</u>	<u>10-30-2020</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>10-29-2020</u>	Signature	Date
Signature	Date	Signature	Date
Site Administrator's Approval: <u>[Signature]</u>	<u>11/16/2020</u>	Signature	Date
Signature	Date	Signature	Date

For district use: Finance Department recommendation: approval  
Governing Board Agenda date: 4/13/21

Rec'd 4/5



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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Receipt of February 2021 Report on School Auxiliary and Club Balances

---

**BACKGROUND:**

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

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**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 24, 2021

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending February 28, 2021**

Beginning Balance	\$ 2,432,073.64
Plus Deposits	196,669.38
Less Disbursements	<u>(41,071.50)</u>
Ending Book Balance For All Schools	<u><u>\$2,587,671.52</u></u>
Outstanding Deposits	(57,907.70)
Outstanding Checks	<u>18,823.78</u>
Ending Bank Balance For All Schools	<u><u>\$2,548,587.60</u></u>

**Amphitheater Public Schools  
 Summary of Activity for All Schools  
 Student Activity Accounts  
 For Month Ending February 28, 2021**

Beginning Balance	\$637,983.12
Plus Deposits	8,630.73
Less Disbursements	<u>(15,053.58)</u>
Ending Book Balance For All Schools	<u><u>\$631,560.27</u></u>
Outstanding Deposits	\$ (1,566.00)
Outstanding Checks	<u>7,909.48</u>
Ending Bank Balance For All Schools	<u><u>\$637,903.75</u></u>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2021**

**Amphi Middle School**

Student Gov't	3,280.39
AVID	668.79
Culture Exchange	1,146.07
MESA Club	148.06
NJHS	401.56
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,377.16
-Deposits in Transit/+Outstanding Checks	-
<b>Amphi Middle School Total</b>	<b>\$ 10,315.72</b>

**Copper Creek Elementary**

Student Council	2,318.10
Accelerated Reader Club	845.33
Turquoise Times	32.28
-Deposits in Transit/+Outstanding Checks	-
<b>Copper Creek Total</b>	<b>\$ 3,195.71</b>

**Coronado K-8 Schools**

Elementary Student Council	4,738.12
Middle School Student Council	545.14
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	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	2,970.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	25.00
<b>Coronado Total</b>	<b>\$ 23,021.12</b>

**Cross Middle School**

Student Council	7,365.11
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,729.00
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	1,129.09
Tri-M Club	335.31
Web Club	1,693.59
-Deposits in Transit/+Outstanding Checks	-
<b>Cross Middle School Total</b>	<b>\$ 27,926.03</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2021**

<b><u>Donaldson Elementary</u></b>	
Student Council	1,436.40
-Deposits in Transit/+Outstanding Checks	-
<b>Donaldson Total</b>	<b>\$ 1,436.40</b>
<b><u>Harelson Elementary</u></b>	
Student Council	921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	-
<b>Harelson Total</b>	<b>\$ 1,354.24</b>
<b><u>Holaway Elementary</u></b>	
Student Council	856.24
-Deposits in Transit/+Outstanding Checks	-
<b>Holaway Total</b>	<b>\$ 856.24</b>
<b><u>Innovation Academy</u></b>	
Student Council	676.72
Algebra Club	395.37
Entrepreneur Club	43.90
Odyssey of the Mind	3,287.47
-Deposits in Transit/+Outstanding Checks	-
<b>Innovation Academy Total</b>	<b>\$ 4,403.46</b>
<b><u>Keeling Elementary</u></b>	
Student Council	930.71
-Deposits in Transit/+Outstanding Checks	-
<b>Keeling Total</b>	<b>\$ 930.71</b>
<b><u>La Cima Middle School</u></b>	
Student Council	8,505.39
NJHS	723.00
-Deposits in Transit/+Outstanding Checks	-
<b>La Cima Total</b>	<b>\$ 9,228.39</b>
<b><u>Mesa Verde Elementary</u></b>	
Student Council	3,946.90
-Deposits in Transit/+Outstanding Checks	247.00
<b>Mesa Verde Total</b>	<b>\$ 4,193.90</b>
<b><u>Nash Elementary</u></b>	
Student Council	1,913.00
-Deposits in Transit/+Outstanding Checks	-
<b>Nash Total</b>	<b>\$ 1,913.00</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2021**

**Painted Sky Elementary**

Student Council	2,628.26
Nature Shop	1,713.54
Orchestra	358.97
Band	184.45
Chorus	591.45
Milers	126.75
OM	951.79
Bagel & Books	42.80
Sign Language	87.00
Algebra	-
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	10.00
<b>Painted Sky Total</b>	<b>\$ 7,159.21</b>

**Prince Elementary**

Student Council	441.72
-Deposits in Transit/+Outstanding Checks	-
<b>Prince Total</b>	<b>\$ 441.72</b>

**Rio Vista Elementary**

Student Council	1,061.98
-Deposits in Transit/+Outstanding Checks	-
<b>Rio Vista Total</b>	<b>\$ 1,061.98</b>

**Walker**

Student Council	1,774.27
Fitness Fanatics	257.90
-Deposits in Transit/+Outstanding Checks	-
<b>Walker Total</b>	<b>\$ 2,032.17</b>

**Wilson**

Student Council	6,765.77
Algebra Club	473.77
Archery Club	354.67
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)	989.26
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	4,585.54
-Deposits in Transit/+Outstanding Checks	60.00
<b>Wilson Total</b>	<b>\$ 25,337.75</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2021**

<b>Total K-8 Club Balances</b>	<b>\$</b>	<b><u>124,807.75</u></b>
Plus: Outstanding Checks		260.00
Less: Outstanding Deposits (Inc CC's)		(1,020.00)
NSF Checks/Void/Stale/Account Adj		-
Deposit Error/Adjustments		-
<b>Bank Balance</b>	<b>\$</b>	<b><u>124,047.75</u></b>
	Sweep Account \$	124,047.75
		0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 28, 2021**

1001 Student Council	\$ 9,073.80	1520 Media Club	\$ 1,223.37
1001-ICC Student Council - ICC	3,794.36	1560 National Honor Society	75.72
1035 Art Club	881.41	1590 Odyssey of the Mind	876.16
1070 Band Club	179.46	1600 Orchestra Club	1,006.17
1080 Baseball	1,336.95	1610 MESA Club	-
1085 Golf -Boys	-	1630 Panther Popcorn	3,346.04
1110 Basketball -Girls	1,106.41	1730 ASL Club	2,476.76
1113 Drama Club	823.55	1744 Auto Skills USA Amphi Chapter	1,143.60
1115 Choir Club	2,241.43	1745 Soccer -Boys	112.82
1120 AVID Club	389.16	1751 Solar Car Club	335.63
1128 Mt. Bike Club	533.26	1770 Softball Club	934.20
1145 AHS Chess Club-GOT	20.00	1780 Spanish Club	794.04
1172 Dance Club	77.43	1785 AHS Spiritlines	262.47
1180 Basketball -Boys	2,508.49	1787 Senior Class Club	-
1200 Panther Partners Club	3,281.60	1790 Cross Country Club	174.29
1223 Creative Writing Club	34.50	1795 Panthers Cross Country Club	33.13
1226 Early Childhood Club	135.85	1803 HOSA Club	987.28
1227 Yearbook Club	248.08	1830 Swim Club	1,360.37
1234 FFA Club	5,714.23	1835 Tennis -Girls	11.72
1235 FFA - Fair Checks	8,999.96	1840 Tennis -Boys	5.58
1240 Fut Comp Scientists of AHS	267.20	1850 Tech Theater Club	380.68
1245 French Club	2,090.70	1860 Trackers - Track & Field Club	88.38
1255 Photo Club	4,161.41	1900 Volleyball -Girls	1,763.31
1265 Equality Club	360.00	1905 Beach Volleyball	2,747.70
1280 Greenhouse Club	62.70	1950 Bookstore Over/Short	-
1290 Wrestling	422.45	1960 VEX Robotics	-
1300 Football Club	1,334.63		
1310 Inter Act Club	1,604.24		
1350 Volleyball -Boys	109.35		
1470 Soccer -Girls	116.76		
1480 Link Crew	1,218.69		

**Amphi High School Total Clubs** **\$ 73,267.48**

Plus: Outstanding Checks	1,472.51
Less: Outstanding Deposits (Inc CC's)	(20.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b><u>\$ 74,719.99</u></b>

Sweep Account \$ 74,719.99  
0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 28, 2021**

1001 Student Council	\$ 41,625.45	1400 HOSA-Bio Science	\$ 308.58
1020 Academic Decathlon	1,174.32	1420 IB Club	259.47
1031 Black Excellence Student Union	76.77	1470 Soccer -Girls	-
1034 AM Art Club	200.00	1472 Latino Student Union	7.68
1050 Amphi All-Stars Club/Special Olympics	392.84	1480 Link Crew	1,991.53
1060 Asian American Cultural Society	18.11	1530 Model United Nations	78.84
1070 Band Club	200.00	1560 National Honor Society	468.77
1081 Be Kind /Ben's Bell Club	465.64	1575 United Native Nations	-
1083 Biology Club	486.95	1590 Odyssey of the Mind	6,922.16
1084 Bowling Club	347.85	1600 Orchestra Club	3,309.55
1085 Golf -Boys	9,372.55	1640 Ping Pong	-
1110 Basketball -Girls	7,948.64	1650 Psychology Club	28.00
1113 Drama Club	4,151.53	1710 Math Club	205.72
1115 Choir	14,427.58	1740 Sign Language Club	3.67
1118 Engineering Club	843.85	1742 Senior Spirit Squad	554.63
1128 Mountain Bike	-	1743 Skills USA Architecture	3,128.56
1140 Chemistry Club	352.64	1744 Skills USA Autos	3,253.24
1145 Chess	-	1745 Soccer -Boys	2,327.60
1150 Culinary Arts/FCCLA	3,666.62	1755 Society	-
1155 Catering	10,948.74	1770 Softball Club	8,034.05
1172 Dance	4,910.86	1780 Spanish Club	841.23
1180 Basketball -Boys	2.66	1785 Spiritline/ Cheer	4,179.83
1200 Dream Team	4,161.85	1790 Cross Country	2,067.45
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	859.73
1224 Entrepreneurship Club	203.00	1830 Swim Club	10,977.25
1225 Environmentalist Club	513.40	1835 Tennis -Girls	2,967.89
1226 Early Childhood	3,406.55	1840 Tennis -Boys	1,265.88
1227 Yearbook	3,035.46	1860 Track & Field Club	16,600.57
1230 FCA Club	7.00	1865 TRI-M Club	433.46
1245 French Club	126.76	1880 Unicycle	-
1255 Photography Club	2,894.51	1905 Volleyball -Beach	365.00
1267 LGBTQ+	254.62	19401 Young Life	-
1270 German Club	353.95	1950 Bookstore Over/Short	-
1280 Golf -Girls	-		
1290 Wrestling	2,361.76		
1300 Football Club	16,366.92		
1345 Take-A-Hike Club	133.18		
1350 Volleyball -Boys	780.18		
		<b>CDO High School Total Clubs</b>	<b>\$ 207,653.08</b>
		Plus: Outstanding Checks	4,526.97
		Less: Outstanding Deposits (Inc CC's)	(252.00)
		NSF Checks/Void/Stale/Account Adj	-
		Deposit Error/Adjustments	-
		<b>Bank Balance</b>	<b>\$ 211,928.05</b>
		Sweep Account	\$ 211,928.05
			0.00

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 28, 2021**

1001 Student Council	\$ 31,330.60	1470 Soccer -Girls	\$ 5,680.48
1035 Art Club	2,320.43	1515 Musical Club	14,257.72
1036 Van Gogh's Ear	96.85	1530 Model United Nations	2,270.86
1040 Photography/Skills USA	-	1540 Trash Club	-
1070 Band Club	1,324.01	1560 National Honor Society	3,909.96
1075 Cares for Kids	212.37	1590 Odyssey of the Mind	-
1080 Baseball	-	1595 Japanese	268.87
1085 Golf -Boys	205.46	1600 Orchestra Club	4,568.00
1090 National Diversity	-	1630 Journalism	8,549.70
1110 Basketball -Girls	4,691.18	1700 Club Green	1,047.69
1113 Drama	13,667.77	1720 Athletic Club	11.14
1115 Choir	3,406.73	1745 Soccer -Boys	1,031.21
1140 Chemistry	329.00	1750 Robotics Club	3,195.73
1146 Political Action	304.00	1770 Softball Club	230.01
1150 Culinary Arts	1,212.57	1780 Spanish Club	46.00
1172 Pomline	2,201.17	1785 Spirit-Cheer Club	3,250.37
1180 Basketball -Boys	797.98	1790 Cross Country	1,179.79
1203 Pop till you Drop	1,209.30	1800 Sports Medicine	280.00
1215 Animal Club	-	1830 Swim Club	2,898.28
1227 Yearbook	18,105.43	1835 Tennis -Girls	300.76
1230 FCA-Fellowship Christian Ath	-	1840 Tennis -Boys	1,756.62
1245 French	1,325.40	1850 Tech Theater Club	2,695.30
1255 Film	1,301.93	1860 Track & Field Club	1,362.81
1260 Gaming	107.95	1900 Volleyball -Girls	13,584.17
1265 Q Club	304.57	1905 Volleyball -Beach	23,850.64
1275 Golf -Girls	51.33	1910 So. AZ Veterans Heritage Club	1,547.91
1285 History/Travel	1,130.69	1940 Young Life	15.00
1290 Wrestling	753.12	1950 Bookstore Over/Short	-
1300 Football	31,577.44		
1340 Peer Support	-		
1350 Volleyball -Boys	5,751.74		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	914.77		

<b>IRHS School Total Clubs</b>	<b>\$ 225,831.96</b>
Plus: Outstanding Checks	1,650.00
Less: Outstanding Deposits (Inc CC's)	(274.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 227,207.96</b>

Sweep Account \$ 227,207.96



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

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**DATE OF MEETING:**      **April 13, 2021**

**TITLE:**            **Results Based Funding Bonus Payout**

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**BACKGROUND:**

Pursuant to §ARS 15-249.08 schools meeting eligibility requirements receive Results-Based funding. This is the fourth year this funding has been awarded to schools in Arizona. Five schools in our district met the requirements based on student results for 2019-2020. The district has received approximately 60% of the funding promised by the State of Arizona. The schools who met the criteria for this funding this year are: **Harelson Elementary School, Holaway Elementary School, Innovation Academy, Painted Sky Elementary School, Rio Vista Elementary School.**

Each school received a different allocation based upon level of accomplishment and total school enrollment during 2019-2020. Therefore, performance bonuses will vary from school site to school site. Bonuses were prorated by Full Time Employment (FTE) and adjusted if the employee worked less than a full school year. The site maximums per eligible employee before proration and taxes are:

- Harelson Elementary School: \$1,866.06**
- Holaway Elementary School: \$1,470.52**
- Innovation Academy: \$1,898.68**
- Painted Sky Elementary School: \$1,629.49**
- Rio Vista Elementary School: \$1,418.17**

A committee of teacher representatives, principals, and a representative from the Amphi Education Association met when this funding was proposed several years ago to discuss the new allocation and to make recommendations for the expenditure of the funds. The recommendation from the committee, which was accepted by the administration, was to allocate 60% of the funds to a performance bonus for each teacher who worked at the school during the award year. The remaining 40% of the funds, which the District does not receive until toward the end of the school year, will be used for allowable projects, such as replication of programs in these schools in other schools, mentoring other teachers and school leaders, professional development, and providing for school improvement efforts in other schools. This fund will pay teachers to attend Summer Institute 2021 training in June.

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**RECOMMENDATION:**

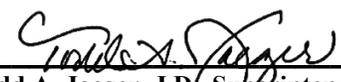
The administration recommends that the teachers who worked at Harelson, Holaway, Innovation Academy, Painted Sky, and Rio Vista Elementary Schools be paid a performance stipend from the Results Based Funding for the results of their school from the 2019-2020 school year. Amounts per teacher are listed on the attached spreadsheets.

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**INITIATED BY:**

  
\_\_\_\_\_  
**Roseanne Lopez, Ed.D.,**  
Associate Superintendent for Elementary Education

Date: March 30, 2021

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

Bigelow, Sandra Duran	Rio Vista Elementary - 117	\$1,470.52
Bowman, Ryan Myles	Rio Vista Elementary - 117	\$1,470.52
Campos, Alessandra R	Rio Vista Elementary - 117	\$735.26
Cook, Julie Ann	Rio Vista Elementary - 117	\$1,470.52
Davis, Shelby Lorraine	Rio Vista Elementary - 117	\$1,470.52
Diamond, Rebecca Marie	Rio Vista Elementary - 117	\$1,617.57
Estrella, Crystal Marion	Rio Vista Elementary - 117	\$1,470.52
Foreman, Rebecca R	Rio Vista Elementary - 117	\$294.10
Gallagher, Deborah D	Rio Vista Elementary - 117	\$1,470.52
Garcia, Teresa	Rio Vista Elementary - 117	\$735.26
Gotlieb, Hayley Katerina	Rio Vista Elementary - 117	\$1,470.52
Hervert, Margaret Ann	Rio Vista Elementary - 117	\$1,470.52
Hill, Vanessa Catherine	Rio Vista Elementary - 117	\$1,176.42
Jernigan, Kelsey Hannon	Rio Vista Elementary - 117	\$1,470.52
Jorgensen, Pamela L	Rio Vista Elementary - 117	\$1,764.62
Larriva, Amanda Emilia	Rio Vista Elementary - 117	\$1,470.52
Lindberg, Patricia Claire	Rio Vista Elementary - 117	\$1,470.52
Morales, Andres J	Rio Vista Elementary - 117	\$1,470.52
Morales, Cheryl Lynn	Rio Vista Elementary - 117	\$1,470.52
Nicley, Phillip Michael	Rio Vista Elementary - 117	\$1,470.52
Paul, Kayleigh Michelle	Rio Vista Elementary - 117	\$1,470.52
Plank, Dorothy Carmella	Rio Vista Elementary - 117	\$1,470.52
Radloff, Callista June	Rio Vista Elementary - 117	\$1,470.52
Rivas, Bianca G	Rio Vista Elementary - 117	\$1,470.52
Taylor, Sean David	Rio Vista Elementary - 117	\$1,470.52
Varma, Donna Marie	Rio Vista Elementary - 117	\$1,470.52
Wiechert, Hilary Katherine	Rio Vista Elementary - 117	\$1,470.52
Williams, Stephanie Gay	Rio Vista Elementary - 117	\$1,323.47
Wolf, Amber Marie	Rio Vista Elementary - 117	\$1,470.52
Bobb-Matzdorff, Kerri Kay	Holaway Elementary - 108	\$1,418.17
Brunswick, Samantha Irene	Holaway Elementary - 108	\$1,418.17
Butler, Caryn Elizabeth	Holaway Elementary - 108	\$1,418.17
Clark, Susan B	Holaway Elementary - 108	\$1,418.17
Cox, Lu A	Holaway Elementary - 108	\$1,418.17
Cummins, Jocelyn Ann	Holaway Elementary - 108	\$1,418.17
Cuyegkeng, Maria L	Holaway Elementary - 108	\$709.09
Cyrus, Thomas A	Holaway Elementary - 108	\$283.63
Dietrich, Margo E	Holaway Elementary - 108	\$709.09
Gibson-Sinclair, Jill Colleen	Holaway Elementary - 108	\$1,418.17
Goldberg, Gina Russo	Holaway Elementary - 108	\$1,276.35
Hamrick, Stephanie Ann	Holaway Elementary - 108	\$1,418.17
Hoover, Rachel Elizabeth	Holaway Elementary - 108	\$1,418.17
Kasen, Jamie R	Holaway Elementary - 108	\$567.27
Knight, Alison Dawn	Holaway Elementary - 108	\$1,418.17
Krim, Jennifer Lynn	Holaway Elementary - 108	\$1,418.17
Lipich, Brandi Rae	Holaway Elementary - 108	\$1,418.17
Magrie, Kylie S	Holaway Elementary - 108	\$1,418.17
Marnier, Peggy Katherine	Holaway Elementary - 108	\$1,418.17

Murray, Patricia G	Holaway Elementary - 108	\$1,418.17
Pingry, Bonnie Levine	Holaway Elementary - 108	\$709.09
Powers, Karlie A	Holaway Elementary - 108	\$1,418.17
Ratliff, Katherine K	Holaway Elementary - 108	\$1,418.17
Riggs, Jennifer L	Holaway Elementary - 108	\$1,418.17
Robustelli, Gabrielle Maria	Holaway Elementary - 108	\$709.09
Rudd, Amy Ann	Holaway Elementary - 108	\$1,134.54
Ruiz, Judith Madrid	Holaway Elementary - 108	\$1,418.17
Smith, Kimberly L	Holaway Elementary - 108	\$1,418.17
Wick, Elizabeth H	Holaway Elementary - 108	\$1,418.17
Wilkins, Holly Anne	Holaway Elementary - 108	\$1,418.17
Baeder, Lindsay D	Innovation Academy - 119	\$1,518.94
Barrett, Pamela Jean	Innovation Academy - 119	\$1,898.68
Bechman, Sarah	Innovation Academy - 119	\$1,898.68
Brady, Linda Irene	Innovation Academy - 119	\$189.87
Cardon, Alejandro G	Innovation Academy - 119	\$2,278.42
Cordell, Mandi Rachele	Innovation Academy - 119	\$1,898.68
Ferris, Rachelle Tracy	Innovation Academy - 119	\$1,898.68
Freienmuth, Jennifer E	Innovation Academy - 119	\$1,898.68
Garcia, Tiffin Lane	Innovation Academy - 119	\$1,898.68
Haight, Susan Marie	Innovation Academy - 119	\$1,898.68
Jacobs, Jessica Stuart	Innovation Academy - 119	\$1,518.94
Larussa, Lori Ann	Innovation Academy - 119	\$1,898.68
Lewis, Rachael Joy	Innovation Academy - 119	\$2,278.42
Manley, Ashlee A	Innovation Academy - 119	\$1,898.68
Mendez, Brenda Sotelo	Innovation Academy - 119	\$1,898.68
Patchin, Patricia Ann	Innovation Academy - 119	\$1,898.68
Rivera, Mabel	Innovation Academy - 119	\$1,898.68
Roark, Landi Denise	Innovation Academy - 119	\$1,898.68
Samsel, Melissa Ann	Innovation Academy - 119	\$1,518.94
Smith, Kelly Ann	Innovation Academy - 119	\$1,898.68
Sotelo, Paula Ann	Innovation Academy - 119	\$1,898.68
Steen, Susan Elaine	Innovation Academy - 119	\$1,898.68
Swartz, Danielle Anastasia	Innovation Academy - 119	\$1,898.68
Tilicki, Nicole Bliss	Innovation Academy - 119	\$1,898.68
Vaswani, Sabina Lalwani	Innovation Academy - 119	\$1,898.68
Aguilera Ramirez, Maria	Painted Sky Elementary - 114	\$325.90
Bailey, Mark Steven	Painted Sky Elementary - 114	\$1,629.49
Castles, Janet Sue	Painted Sky Elementary - 114	\$1,629.49
Celaya, Carole M	Painted Sky Elementary - 114	\$1,629.49
Colaianni, Nina Elisabeth	Painted Sky Elementary - 114	\$1,629.49
Coldren, Alice J	Painted Sky Elementary - 114	\$1,629.49
Dumais, Brianne Lynn	Painted Sky Elementary - 114	\$1,629.49
Eliopoulos-Haloftis, Helen	Painted Sky Elementary - 114	\$1,629.49
Green, Jonathan P Jr	Painted Sky Elementary - 114	\$1,629.49
Hakala, Grant D	Painted Sky Elementary - 114	\$1,629.49
Hatfield, Lori Jean	Painted Sky Elementary - 114	\$1,629.49
Houser, Jennifer Ashley Ford	Painted Sky Elementary - 114	\$1,629.49

La Joy, Elisa Maria	Painted Sky Elementary - 114	\$1,629.49
Marcy, Lisa Elliott	Painted Sky Elementary - 114	\$1,629.49
Mcqueen, Bradley Paul	Painted Sky Elementary - 114	\$1,629.49
Munoz, Joseph K	Painted Sky Elementary - 114	\$325.90
Oliver, Heather	Painted Sky Elementary - 114	\$1,629.49
Petry, Carolyn D	Painted Sky Elementary - 114	\$814.75
Radtke, Heidi Baumann	Painted Sky Elementary - 114	\$1,629.49
Schillizzi, Sara Marie	Painted Sky Elementary - 114	\$1,955.39
Seegmiller, Carrie Ann	Painted Sky Elementary - 114	\$1,629.49
Smith, Kathryn W	Painted Sky Elementary - 114	\$1,629.49
Taylor, Carrie Ann	Painted Sky Elementary - 114	\$1,629.49
Tucker, Megan Renee	Painted Sky Elementary - 114	\$1,629.49
Vining, Melanie Sue	Painted Sky Elementary - 114	\$1,629.49
Wetherby, Melinda Sue	Painted Sky Elementary - 114	\$814.75
Wilson, Sara Ellen	Painted Sky Elementary - 114	\$1,303.59
Arnold, Monika Christina	Harelson Elementary - 107	\$1,866.06
Brito, Lourdes Maria	Harelson Elementary - 107	\$1,866.06
Brower, Kristy Renee	Harelson Elementary - 107	\$2,052.67
Caputo, Ann Marie	Harelson Elementary - 107	\$1,866.06
Cozart, Becky R	Harelson Elementary - 107	\$1,679.45
Easterling, Dee Ann	Harelson Elementary - 107	\$1,866.06
Eggerman, Ashley Katlin	Harelson Elementary - 107	\$1,866.06
Frank, Amie Lauren	Harelson Elementary - 107	\$1,866.06
Gates, Kathryn Lynn	Harelson Elementary - 107	\$1,866.06
Haley, Donna Tomasulo	Harelson Elementary - 107	\$1,866.06
Herman, Susan Monroe	Harelson Elementary - 107	\$1,866.06
Klein, Andrea R	Harelson Elementary - 107	\$1,866.06
Lettera, Pamela Lynn	Harelson Elementary - 107	\$1,866.06
Loehr, Lizabeth Ann	Harelson Elementary - 107	\$1,866.06
Lowe, Elizabeth Anne	Harelson Elementary - 107	\$1,866.06
Murillo, Mindy Lynn	Harelson Elementary - 107	\$373.21
Nystedt, Sarah Catherine	Harelson Elementary - 107	\$1,866.06
Olson, Vicki K	Harelson Elementary - 107	\$1,866.06
Phinney, Martha Hale	Harelson Elementary - 107	\$1,679.45
Romero-Sewell, Diana Marie	Harelson Elementary - 107	\$1,866.06
Shank, Jennifer Marie	Harelson Elementary - 107	\$1,866.06
Sieminski, Angela Marie	Harelson Elementary - 107	\$1,866.06
Springetti, Margaret Marie	Harelson Elementary - 107	\$1,866.06
Tagawa, Toru	Harelson Elementary - 107	\$373.21
Tate, Caryn Iman	Harelson Elementary - 107	\$1,866.06
Thomas, Shauna L	Harelson Elementary - 107	\$1,866.06
Tierney, Angela A	Harelson Elementary - 107	\$1,866.06
Torres, Jennifer Jean	Harelson Elementary - 107	\$1,866.06
Wong, Lindsay Taylor	Harelson Elementary - 107	\$1,866.06
Yewell, Robyn Anne	Harelson Elementary - 107	\$1,866.06



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

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**DATE OF MEETING:**      **April 13, 2021**

**TITLE:**      **Approval of Contract Forms for 2021-2022 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. First, Administration presents the proposed forms of contract to the Governing Board for approval and authority to issue to employees who will continue employment with the District next year. Administration then arranges for contracts to be sent to employees through the Human Resources Department.

Consistent with its strategic plan, the District implemented an enterprise resource planning (ERP) software named “Infinite Visions” (“iVisions”) in FY 2019-2020 to increase efficiency and accuracy in District operations. Through iVisions, employment contracts can be issued electronically using District email, as permitted by A.R.S. § 15-381.01(B), rather than printed and delivered via interoffice mail.

Contracts were issued in this manner for the first time last year. Employees received an email from the Human Resources Department that contained a link to their specific contract. The employee was then able to access their specific contract, review and accept it electronically by selecting the “accept” option in iVisions, and print a copy for themselves, without ever having to travel to the District’s Administrative Offices as in the past. This process is much more efficient, and notably, was incredibly helpful to employees working remotely when the pandemic closed schools last spring.

Administration recommends that contracts be issued electronically again this year. This is the most efficient and securest manner to provide contracts to employees. Moreover, it is the most convenient way for employees to return their accepted contract. There is one caveat, which is that the iVisions contract template only provides a single signature line for the District. Because the Amphitheater District has typically included signatures from all members of the Governing Board on the form of contract, the Human Resources Department had to upload a “PDF” contract into iVisions last year as a signature page, which created confusion for some employees. Therefore, it is recommended that the Governing Board delegate authority to the Governing Board President to sign approved employment contracts on behalf of the Board, as permitted by Arizona state law, so that the correct iVisions contract template can be utilized for efficiency purposes.

Because electronic contracts are issued via District email, it is in the best interest of the District and the employees to have contracts issued while employees are still at work and have regular access to their District email. A.R.S. § 15-381.01 states:

*“The teacher’s acceptance of the contract must be indicated within fifteen business days from the date of the teacher’s receipt of the written contract or the offer of a contract is revoked. Receipt under this subsection will be deemed to have occurred when the written contract is personally delivered, placed in the teacher’s school provided mailbox, including electronic mail, or two days after being placed in a United States postal service mailbox. The teacher accepts the contract by signing the contract and returning it to the governing board or by making a written instrument that accepts the terms of the*

*contract and delivering it to the governing board. If the written instrument includes terms in addition to the terms of the contract offered by the board, the teacher fails to accept the contract.”*

This means that contracts will need to be issued before the end of April to enable the requisite 15 days for acceptance as required by statute. In this way, employees can receive regular reminders through their District email about the contract acceptance deadline. In all honesty, it is preferable that contracts be issued earlier in April if possible so that employees can feel secure about their continued employment for school year 2021-2022. This would also enable school principals to know earlier what positions need to be advertised and fill so that staff is in place for next school year. Pro-action is important in the highly competitive market for school employees.

Notwithstanding this, employees have also 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 prior to accepting.

To date, the state of Arizona has not yet finalized its state budget for next fiscal year. In addition, the meet and confer teams did not reach consensus by the end of March consistent with the timelines set forth in Policy HD (Meet and Confer Procedures). However, these unknowns should not need to stop the process for the Board to be able to approve the issuance of contracts for next year. At this same meeting, Administration is recommending a compensation package for employees which, if approved, will enable the Governing Board to provide clarity for employees about their compensation for next year so that employees can consider their offer of contract with knowledge of the contracted salary amount.

Consistent with this, administration provides the attached forms of contract for consideration by the Board and recommends that the Board approve issuance of these contracts for FY 2021-2022 as appropriate.

- Administrator - 10 mos
- Administrator - 12 mos
- Administrator – ASRS Retiree Return to Work - 10mos
- Administrator - ASRS Retiree Return to Work - 12mos
- Cabinet
- Cabinet - ASRS Retiree Return to Work
- Multi-Position Officer
- Multi-Position Officer - ASRS Retiree Return to Work
- PENT - 10 mos
- PENT - 12 mos
- PENT - ASRS Retiree Return to Work - 10 mos
- PENT - ASRS Retiree Return to Work - 12 mos
- Teacher - Part Time
- Teacher - ASRS Retiree Return to Work
- Teacher - Short Term
- Teacher - Standard

These are the same forms of contract previously approved, with applicable dates changed as needed for FY 2021-2022, for all certificated, ASRS Retiree Return to Work teachers, professional and administrative staff. These forms of contract also acknowledge the 3% stipend for FY 2021-2022 approved by the Governing Board on March 23, 2021.

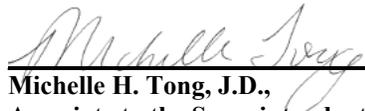
Administration further recommends that Elementary Principals be issued a 12-month contract for FY 2021-2022. This will enable school registrations and operations to continue in elementary schools throughout the summer and remain consistent with other Amphitheater schools. It also adds 2 months to their work schedule and qualifies them for benefits available to fiscal year employees.

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**RECOMMENDATION:**

Administration recommends that the Governing Board approve the forms of contract as provided with all Elementary Principals being transitioned to a 12-month Administrator contract for FY 2021-2022 and delegate signatory authority for these forms of contract to the Governing Board President. Administration further recommends that the Board direct that the appropriate form of contract, together with any compensation package approved for Fiscal Year 2021-2022, be issued to renewing members of certificated, ASRS Retiree Returning to Work Teachers, professional, and administrative staff for Fiscal Year 2021-2022.

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**INITIATED BY:**

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

**Date: April 12, 2021**



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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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Teacher's projected annual pay, to be calculated on the basis of Teacher's projected base daily rate of pay multiplied by Teacher's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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

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

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

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

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

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

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Teacher's projected annual pay, to be calculated on the basis of Teacher's projected base daily rate of pay multiplied by Teacher's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Teacher's projected annual pay, to be calculated on the basis of Teacher's projected base daily rate of pay multiplied by Teacher's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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%).

6. 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.

7. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District

anticipates receiving for use in the 2021-2022 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.

8. 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.

9. 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.

10. 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.

11. 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.

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 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.

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 CONVENED MEETING OF THE GOVERNING BOARD** on the 13<sup>th</sup> day of April, 2021.

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Teacher

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President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. 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.

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, 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 13<sup>th</sup> day of April, 2021.

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**Administrator**

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**President of the Governing Board**

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. 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.

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, 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 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Professional's projected annual pay, to be calculated on the basis of Professional's projected base daily rate of pay multiplied by Professional's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. 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.

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 or revision to this contract is subject to all applicable State and Federal statutes.

**12. 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 13<sup>th</sup> day of April, 2021.

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**Professional**

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**President of the Governing Board**

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Professional's projected annual pay, to be calculated on the basis of Professional's projected base daily rate of pay multiplied by Professional's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 13<sup>th</sup> day of April, 2021.

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**Professional**

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**President of the Governing Board**

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. 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.

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, 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 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. 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.

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, 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 13<sup>th</sup> day of April, 2021.

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Administrator

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President of the Governing Board

**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Teacher's projected annual pay, to be calculated on the basis of Teacher's projected base daily rate of pay multiplied by Teacher's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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 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 2021-2022 school year only. Teacher is hereby notified that Teacher's employment is for the 2021-2022 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 2021-2022 school year without any further notice or action on either party's part.

12. 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.

13. 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.

14. 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.

15. 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 13<sup>th</sup> day of April, 2021.

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Teacher

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President of the Governing Board

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

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

12. 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.

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, 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 13<sup>th</sup> day of April, 2021.

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Administrator

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President of the Governing Board

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

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

12. 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.

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, 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 13<sup>th</sup> day of April, 2021.

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Administrator

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President of the Governing Board

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. Pursuant to A.R.S. § 15-550, if Administrator is arrested <sup>176</sup> 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.

9. 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.

10. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

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

12. 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.

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, 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 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
**Administrator**

\_\_\_\_\_  
**President of the Governing Board**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Administrator's projected annual pay, to be calculated on the basis of Administrator's projected base daily rate of pay multiplied by Administrator's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2021-2022 school year only. Administrator is hereby notified that Administrator's employment is for the 2021-2022 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

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

12. 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.

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, 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 13<sup>th</sup> day of April, 2021.

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Administrator

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President of the Governing Board

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Professional's projected annual pay, to be calculated on the basis of Professional's projected base daily rate of pay multiplied by Professional's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2021-2022 school year only. Professional is hereby notified that Professional's employment is for the 2021-2022 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party's part.

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

12. 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.

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 or revision to this contract is subject to all applicable State and Federal statutes.

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

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on the 13<sup>th</sup> day of April, 2021.

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Professional

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President of the Governing Board

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**ASRS RETIREE RETURNING TO WORK**  
**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 2021-2022 ("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 2021-2022 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 2021-2022 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 2020-2021 fiscal year, here to enable the parties to confirm employment before the Governing Board approves the 2021-2022 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 2021-2022 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2021-2022 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 also qualify for the additional 2021-2022 stipend approved by the Governing Board that is equivalent to 3% of Professional's projected annual pay, to be calculated on the basis of Professional's projected base daily rate of pay multiplied by Professional's projected number of work days for the year. This stipend shall be over and above whatever base compensation terms are approved by the Governing Board for the 2021-2022 fiscal year. This stipend shall be paid in two lump sums. The first half shall be paid in the first full week of September 2021 and the second half shall be paid in the first full week of January 2022.

4. 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.

5. 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.

6. 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 2021-2022 fiscal year is less or becomes less than that authorized at the beginning of the 2021-2022 fiscal year; b) the District fails to receive, during the 2021-2022 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, 2021, the District anticipates receiving for use in the 2021-2022 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.

7. 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.

8. 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.

9. 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.

10. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System (“ASRS”) to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional’s employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to this contract. District and Professional therefore expressly agree that Professional’s employment under this Contract is for 2021-2022 school year only. Professional is hereby notified that Professional’s employment is for the 2021-2022 school year only and Professional’s contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2021-2022 school year without any further notice or action on either party’s part.

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

12. 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.

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

**APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD** on the 13<sup>th</sup> day of April, 2021.

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**Professional**

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**President of the Governing Board**



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of Pandemic Recovery Job Descriptions

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**BACKGROUND:**

The COVID-19 pandemic required our schools to move from remote, to hybrid, to in-person instruction throughout the past year which ultimately caused learning losses for our students. Assessments being conducted during the fourth quarter will further inform us about what we need to do to move students forward. Two job descriptions are presented for approval for the 2021-2022 school year.

The Academic Intervention and Acceleration Certified Teacher position will play a critical role in working with students directly as we recover from over a year of varying levels of disruption to student learning.

The Instructional Interruption Recovery Teacher position will allow the District to have fully certified teachers available when a teacher assigned to a class is not available. This position will be itinerant and will be assigned to a school based on need each day/week. We must have fully trained teachers ready so that no instructional time is lost due to teachers who become unavailable for one reason or another as we move through COVID-19 recovery.

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**RECOMMENDATION:**

The administration recommends the approval of these job descriptions which will allow us to hire teachers to assist students with learning loss recovery as a result of the pandemic.

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**INITIATED BY:**

  
Roseanne Lopez, Ed.D.  
Associate Superintendent for Elementary Education

Date: April 12, 2021

  
Todd A. Jaeger, J.D., Superintendent

Certificated Teacher  
FLSA: Exempt  
April 2021

## **PANDEMIC INTERVENTION AND ACCELERATION TEACHER**

### **REQUIRED QUALIFICATIONS**

#### **A. REQUIRED**

- Bachelor's degree in Education
- Valid Arizona teaching certificate
- Must meet qualification requirements in respective subject such as: Language Arts, Math, Science, Social Studies, Foreign Language, Elementary Education, and/or Early Childhood Education as appropriate
- Any equivalent combination of training, education or experience that meets the minimum qualifications and state certification requirements

### **SUMMARY**

Develops and implements a curriculum program consistent with district educational goals and objectives of the district. Responsible for planning for intervention and acceleration of students due to the COVID-19 pandemic and extensive school closures.

Reports to: Appropriate Administrator

### **ESSENTIAL FUNCTIONS**

- Establishes baseline academic achievement levels for individuals and small groups of students and prepares acceleration plans to close gaps between expected achievement levels and current levels which may have been caused by school closures, hybrid learning models, and remote online instruction during the COVID-19 pandemic
- Collaborates with other teachers to differentiate/personalize instruction to meet the needs of individual students; monitors student progress
- Provides supplemental instruction in the content areas in a variety of settings
- Builds capacity in schools to overcome learning loss
- Observes and monitors students' behavior in the classroom, playground, field-trips, lunchroom, library, school buses and other areas
- Establishes, maintains and promotes a classroom atmosphere which ensures the emotional and physical safety and well-being of students and emphasizes mutual respect, self-worth, self-discipline, cooperation, consideration and responsibility
- Assesses student needs and develops, implements and evaluates daily lesson plans for students, to include scheduled activities and materials. Modifies instruction of program to meet the needs of each child
- Plans, organizes and displays classroom materials, space and time appropriate to curricular activities
- Utilizes and implements classroom management techniques to maintain organization, orderliness, student safety, and a productive learning environment.

Utilizes positive reinforcement to maximize desired behavior and educational outcomes

- Plans instruction to achieve specific objectives based upon student need and established curriculum. Implements instructional techniques to encourage and motivate students
- Evaluates written materials to include written assignments and tests. Analyzes and evaluates student progress and course curriculum
- Evaluates student performance regarding achievements in curriculum and activities and makes necessary provisions to meet learning needs. Ensures parents and students are informed of methods of evaluation utilized in the classroom
- Informs parents of student progress. Advises parents of instructional methods that may assist students. Informs parents of school activities
- Participates as a member of an instructional team to promote learning activities for students that is consistent with district and school education objectives
- Notifies site administrator of the special needs of students who display characteristics which vary from the norm. Collaborates with specialists to assist students
- May monitor the activities of a teacher assistant and classroom volunteers
- Orders classroom supplies and instructional materials
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district-wide educational advancement toward the Portrait of the Graduate
- Integrates knowledge and skills that are relevant achieving the Portrait of the Graduate
- Performs other related duties as assigned

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to instruct, present, convey, discuss and exchange information
- Ability to detect, distinguish, identify, recognize, inspect and discern
- Ability to move about the classroom and the campus
- Ability to develop, implement and evaluate plans
- Ability to manage classroom organization, time, space and behavior
- Ability to perform functions from written and oral instructions and from observing/listening to others
- Ability to sit for extended periods of time
- Ability to lift, reach, stoop, bend, twist and to hold and grasp objects
- Ability to use whiteboards easels, bulletin boards, and markers to print
- Ability to use classroom technology such as interactive whiteboards or panels, telephones, desktops, laptops, and/or chromebook computers and other forms of technology
- Ability to withstand adverse weather conditions if required to perform duties outdoors
- Ability to communicate effectively with the public, employees, children and parents
- Ability to exercise judgment in accordance with established procedures
- Ability to work in small, cramped or confined spaces

- Ability to work alone and as part of a team
- Ability to perform tasks requiring manual dexterity, such as setting up and operating equipment

## **INSTRUCTIONAL INTERRUPTION RECOVERY TEACHER**

### **REQUIRED QUALIFICATIONS**

#### **A. REQUIRED**

- Bachelor's degree in Education
- Valid Arizona teaching certificate
- Must meet qualification requirements in respective subject such as: Language Arts, Math, Science, Social Studies, Foreign Language, Elementary Education, Early Childhood Education as appropriate
- Any equivalent combination of training, education or experience that meets the minimum qualifications and state certification requirements
- Must be able to travel between school sites; this is an itinerant position

### **SUMMARY**

Students must have a qualified/certified teacher at all times during the recovery period from the COVID-19 pandemic to avoid further learning loss due to teacher availability. This itinerant position will be used to fill in for teachers who are unable to teach their class(es) for one or more days. This teacher will be assigned to school sites as needed and will follow and implement the curriculum program consistent with district educational goals and objectives. Responsible for following through on plans provided by teachers and principals to maintain a consistent instructional program for students when there is an unavoidable interruption.

Reports to: Appropriate Associate Superintendent or designee

### **ESSENTIAL FUNCTIONS**

- Provides continuous instruction for students when assigned teachers are not available. Follows acceleration plans to close gaps between expected achievement levels and current levels which may have been caused by school closures, hybrid learning models, and remote online instruction during the COVID-19 pandemic
- Collaborates with other teachers as appropriate to differentiate/personalize instruction to meet the needs of individual students; assists in collecting data/information on student learning
- Provides supplemental instruction in the content areas in a variety of settings as needed
- Builds capacity in schools to overcome learning loss
- Available to move between classrooms and schools to provide instructional interruption recovery services as needed
- Assists in preparation of curriculum and curriculum materials
- Observes and monitors students' behavior in the classroom, playground, field-trips, lunchroom, library, school buses and other areas
- Maintains and promotes a classroom atmosphere which ensures the emotional and physical safety and well-being of students and emphasizes mutual respect, self-worth, self-discipline, cooperation, consideration and responsibility
- Assesses student needs and develops, implements and evaluates daily lesson plans for students, to include scheduled activities and materials. Modifies instruction of program to meet the needs of each child
- Plans, organizes and displays classroom materials, space and time appropriate to curricular activities
- Utilizes and implements classroom management techniques to maintain organization, orderliness, student safety, and a productive learning environment. Utilizes positive reinforcement to maximize desired behavior and educational outcomes
- Plans instruction to achieve specific objectives based upon student need and established curriculum. Implements instructional techniques to encourage and motivate students

- Evaluates written materials to include written assignments and tests. Analyzes and evaluates student progress and course curriculum
- Evaluates student performance regarding achievements in curriculum and activities and makes necessary provisions to meet learning needs. Ensures parents and students are informed of methods of evaluation utilized in the classroom
- Provides information to the assigned teacher to assist in informing parents of student progress.
- Participates as a member of an instructional team to promote learning activities for students that is consistent with district and school education objectives
- Notifies site administrator of the special needs of students who display characteristics which vary from the norm. Collaborates with specialists to assist students
- May monitor the activities of a teacher assistant and classroom volunteers
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district-wide educational advancement toward the Portrait of the Graduate
- Integrates knowledge and skills that are relevant achieving the Portrait of the Graduate
- Performs other related duties as assigned

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to instruct, present, convey, discuss and exchange information
- Ability to detect, distinguish, identify, recognize, inspect and discern
- Ability to move about the classroom and the campus
- Ability to develop, implement and evaluate plans
- Ability to manage classroom organization, time, space and behavior
- Ability to perform functions from written and oral instructions and from observing/listening to others
- Ability to sit for extended periods of time
- Ability to lift, reach, stoop, bend, twist and to hold and grasp objects
- Ability to travel between school sites for work assignments
- Ability to use whiteboard, easel, bulletin boards, and markers to print
- Ability to use classroom technology such as interactive whiteboards or panels, telephones, desktops, laptops, and/or chromebook computers
- Ability to withstand adverse weather conditions if required to perform duties outdoors
- Ability to communicate effectively with the public, employees, children and parents
- Ability to exercise judgment in accordance with established procedures
- Ability to work in small, cramped or confined spaces
- Ability to work alone and as part of a team
- Ability to perform tasks requiring manual dexterity, such as setting up and operating equipment



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

**DATE OF MEETING:**      **April 13, 2021**

**TITLE:**            **Approval of Out of State Travel**

**BACKGROUND:**

**STAFF**

Todd Jaeger, Michelle Valenzuela, Cynthia Washington, and Beth Lake from the District Offices request permission to attend the National School Public Relations Association 2021 National Seminar in New Orleans, Louisiana, July 9-15, 2021. Approximate cost of travel is \$9,888 and will be paid for by maintenance and operations funds designated for staff development.

BUDGET CODE KEY		
001-00-100-2579-6360-501/503-0000	M&O	Training, Wetmore, registration
001-00-100-2579-6582-501/503-0000	M&O	Training, Wetmore, staff travel

**RECOMMENDATION:**

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

**INITIATED BY:**



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**Michael Bejarano**  
Associate Superintendent for Secondary Education

**Date: April 1, 2021**



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**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): Todd Jaeger Michelle Valenzuela SCHOOL: District Offices  
Cynthia Washington Beth Lake Department (opt.):  
Superintendent/Communications

DATE(S): July 9-15, 2021

ACTIVITY/EVENT: National School Public Relations Association 2021 National Seminar

LOCATION: New Orleans, LA

ABSENCE: # Days 7 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>\$2,827.00</u>	<u>001-00-100-2579-6360-501/503-0000</u>
Transportation	<u>\$1,812.04</u> Mode <u>Air</u>	<u>001-00-100-2579-6582-501/503-0000</u>
Rental Car	_____	_____
Meals	<u>\$1,568.00</u>	<u>001-00-100-2579-6582-501/503-0000</u>
Lodging	<u>\$3,681.20</u>	<u>001-00-100-2579-6582-501/503-0000</u>
Substitutes	_____	_____
TOTAL	<u>\$9,888.24</u>	

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

Purpose of travel: Attend National School Public Relations Association 2021 National Seminar

Outcomes and academic benefits to students and staff: Interact with other School Public Relations experts to hear about and learn cutting-edge communication strategies needed to advocate for our schools.

Submitted by: Todd A. Jaeger 3/31/21  
 Signature Date

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
Michael Bryan 4/1/2021  
 Associate Superintendent/Superintendent \_\_\_\_\_ Date \_\_\_\_\_



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

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**DATE OF MEETING:** April 13, 2021

**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 December and in April.

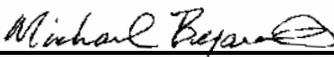
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**RECOMMENDATION:**

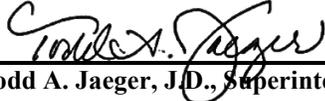
This list is presented for the Governing Board's approval.

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**INITIATED BY:**

  
\_\_\_\_\_  
Michael Bejarano  
Associate Superintendent for Secondary Education

Date: April 5, 2021

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

Books not on Adopted List or Supplement texts & Materials as of 09/2020

Course	Level	Title	Copyright	Publisher	ISBN#	Submitted
IB Hist. of Amer.	HS	A HISTORY OF LATIN AMERICA	2013	WADSWORTH, CENGAGE LEA	9781133050506	CDO
	HS	A PRAYER FOR OWEN MEANY	2012, c198	Harper	9780062204226:(pbk.)	CDO
IB Social/Culture Anthropol	HS	ANTHROPOLOGY:A STUDENT'S GUIDE TO THEOR	2009	UNIVERSITY OF TORONTO PR	9780802096128	CDO
	HS	AP ECONOMICS: Teacher ResourceManual	2012	Distributed byERICClearinghouse	978156183668	CDO
AP Literature	HS	AP ENGLISH LIT & COMP	4TH 2012	Barron's Educational Series	9780764146961	CDO
Arch. Drafting	HS	ARCHITECTURE RESIDENTIAL	Twelfth DR, [2018]	Goodheart-WillcoxCompany, Inc.	9781631263156	CDO
IB Lit.	HS	BALLISTICS	2008	Random House	9780812975611	<del>CDO</del>
Life Skills Math	HS	BASIC MATH-FEARON'S	1990	Fearon/Janus	0822408082	CDO
English	HS	BEOWULF	1973	Penguin Books	9780140449310	CDO
	HS	BIOLOGY:CAMPBELL	2002	Pearson Education	0805366245	CDO
IB Hist. of Amer.	HS	BLACK PROTEST & THE GREATMIGRATION	2003	BEDFORD	9780312391294	CDO
AP German	HS	BRENNPUNKT NEUE AUSGABE	2000	NELSONTHORNES LTD	9780174491538	CDO
Calculus: Graph-Num	HS	CALCULUS:GRAPH-NUM-ALG				CDO
IB Chemistry HL-SR	HS	CHEMISTRY STANDARD LEVEL IB		Pearson	9781447959069	CDO
IB Literature HL-JR	HS	CHRONICLE OF A DEATH FORETOLD	1982	Vintage Books/Random House	9781400034710	CDO
IB Social/Culture Anthropol	HS	CULTURAL ANTH: A PROBLEM BASED APPR	2009	WADSWORTH CENGAGE LEAF	9780495509288	CDO
IB Social & Cultural	HS	CULTURE SKETCHES	2012	McGraw Hill	9780078117022	CDO

IB Literature HL-JR	HS	DOWN SECOND AVENUE	1959	Penguin Books	9780143106791	CDO
Arch. Drafting	HS	EXPLORING DRAFTING		GOODHEART-WILCOX CO	9781631262654	CDO
IB Film	HS	FILM: A CRITICAL INTRODUCTION	2011	LAURENCE KING PUBLISHING	9780205770779	CDO
IB Film HL -SR	HS	FILMMAKING FOR TEENS	2010	MICHAEL WIESEPRODUCTION	9781932907681	CDO
	HS	FRENCH DICTIONARY				CDO
	HS	GENERAL CHEMISTRY				CDO
	HS	GENERAL SCIENCE-AGS	2004	AGS Publishing	9780785436461	CDO
	HS	GENERAL SCIENCE-FEARON'S	1994	Globe Fearon Educational	0822468883	CDO
English	HS	GRENDDEL	1971	Vintage Books	9780679723110	CDO 196
IB Social/Culture Anthropol	HS	GUESTS OF THE SHEIK	1965	Anchor Books	0385014856	CDO
Pre AP German III & IB Ge	HS	GUT LESEN BESSER SCHREIBEN	2009	Advance Materials	9780955926525	CDO
IB Math HL	HS	HIGHER LEVEL MATHEMATICS	2012	PEARSONEDUCATION LTD	9780435074968	CDO
Art	HS	HISTORY OF ART-BOOK 1				CDO
Art	HS	HISTORY OF ART-BOOK 2				CDO
	HS	IB CD PLAYER				CDO
IB Social/Cultural Anthrope	HS	IN SEARCH OF RESPECT	2003	Cambridge University Press	9780521017114	CDO
IB Theory of Knowl	HS	ISHMAEL:AN ADVENTURE OF THEMIND	1992	Bantam	553375407	CDO
IB Literature HL-JR	HS	JUMP AND OTHER STORIES	1991	Picador	9781250003768	CDO
IB German SL-SR & AP Ge	HS	KALEIDOSKOP	2013	HEINLE, CENGAGE LEARNING	9781111834005	CDO

IB Lit	HS	KOKORO	2010	Penguin Books	9780143106036	CDO
German	HS	LAROUSSE GERMAN DICTIONARY	2010	Larousse	9782035410528	CDO
IB Social & Cultural	HS	LIFE AND DEATH ON MT EVEREST	1999	Princeton University Press	9780691074481	CDO
IB Lit	HS	LITERATURE: AN INTRO TO READING & WRITING	2012	PEARSON EDUCATION, INC	9780205000364	CDO
Arch. Drafting	HS	MECHANICAL DRAWING	1980	McGraw-Hill Book Company	0070223130	CDO
IB Film SL	HS	MOVIES & MEANING: AN INTRODUCTION TO FILM	2013	PEARSON EDUCATION, INC	9780205211029	CDO
IB Music	HS	MUSIC: AN APPRECIATION	2011	McGraw Hill	9780078025099	CDO
	HS	MUSIC: AN APPRECIATION-5CDS	2011	McGraw Hill	9780077435707	CDO
English	HS	NERVOUS CONDITIONS	1997	McDougal Littell	9780395775608	CDO 197
English	HS	ONE DAY-LIFE IVAN DENISOVICH		Signet Classics	9780451531049	CDO
English	HS	OTHELLO	1993	Washington Square Press	9780743477550	CDO
IB Literature HL-JR	HS	PERFUME: THE STORY OF A MURDERER	1986	Vintage	0375725849	CDO
	HS	PRE-ALGEBRA: TRANSITION TO ALG	1992	Addison-Wesley	9780201285208	CDO
RR English 10 pt. II	HS	REALITY CENTRAL GR 10	2010	PEARSON EDUCATION, INC	9780133674392	CDO
RR English 9 Ppt. II	HS	REALITY CENTRAL GR 9	2010	PEARSON EDUCATION, INC	9780133674385	CDO
English	HS	RESPONDING TO LIT: WORLD LIT	1992	McDougal, Littell & Company	0812370740	CDO
	HS	ROMEO & JULIET RETELLING				CDO
IB Literature HL-JR	HS	SAILING ALONE AROUND THE ROOM	2001	Random House	0375755195	CDO
IB Film	HS	SAVE THE CAT	2005	MICHAEL WIESE PRODUCTION	9781932907001	CDO

German	HS	SCHAUMS OUTLINE-GERMANGRAMMAR	2010	The McGraw-HillCompanies, Inc.	9780071615679	CDO
IB Social & Cultural	HS	SHADOWED LIVES: UNDOC IMMIGRAN IN AM SOC	2013	WADSWORTH,CENGAGE LEAF	9781133588450	CDO
IB Theory/Knowledge - SR	HS	SIX GREAT IDEAS	1981	Simon & Schuster	9780684826813	CDO
IB Spanish SL- SR	HS	SPANISH B COURSE COMPANION	2011	Oxford University Press	9780199151233	CDO
Sports Statistics	HS	STATISTICAL REASONING IN SPORTS	2013	WH FREEMAN & CO	9781429274371	CDO
	HS	TE-EXPLOR IN CORE MATH ALG2				CDO
IB Visual Arts HL-JR	HS	THE ANNOTATED MONA LISA	2007	ANDREWS MCMEEL PUBLISHI	9780740768729	CDO
IB Anthro	HS	THE CHEATING CULTURE	2004	Houghton MifflinHarcourt	9780156030052	CDO
IB Literature HL-SR	HS	THE DILEMMA OF A GHOST & ANOWA	1985	PEARSONEDUCATION LTD	9780582276024	CDO 198
IB Film HR-SR	HS	THE FIVE C'S OF CINEMATOGRAPHY	1965	Silman-JamesPress	9781879505414	CDO
IB Social/Culture Anthropol	HS	THE GEBUSI	2013	McGraw Hill	9780078034923	CDO
IB Music	HS	THE OXFORD COMPANION TO JAZZ	2000	OXFORD UNIVERSITY PRESS,	9780195183597	CDO
English	HS	THE SECRET LIFE OF BEES	2002	Penguin Books	051488014003	CDO
IB Literature HL-JR	HS	THE SORROW OF WAR	1993	Penguin Group	9781573225434	CDO
IB Lit	HS	THE SOUND OF WAVES	1956	Vintage Books	9780679752684	CDO
IB Theory/Knowledge - JR	HS	THE THEORY OF KNOWLEDGE	1998	Oxford UniversityPress	9780195094664	CDO
IB	HS	THE TIPPING POINT	2000	Little, Brown andCompany	9780316346627	CDO
English	HS	THINGS FALL APART	1997	Mcdougal Littell	9780395775592	CDO
	HS	TI-84 CALCULATOR				CDO

	HS	TI-84 PLUS C CHARGING STATION				CDO
German	HS	TREFFPUNKT D-A-CH	2010	Langenscheidt KG	9783468969904	CDO
IB Anthro	HS	UNCIVIL SOCIETY	2010	Modern Library	9780812966794	CDO
IB Film HL -SR	HS	UNDERSTANDING MOVIES	2011	PEARSON EDUCATION, INC	9780205737543	CDO
	HS	WIDE SARGASSO SEA	1966	W. W. Norton &Company, Inc.	9780393308808	CDO
IB Theory/Knowledge - SR	HS	WORLD OF IDEAS DICTIONARY	1999	Ballantine Books	9780345437068	CDO
RR English 10 pt. II	HS	WRITING COACH GR 10		PEARSON EDUCATION, INC	9780132531443	CDO
RR English 9 Ppt. II	HS	WRITING COACH GR 9	2012	PEARSONEDUCATION, INC	9780132531436	CDO

by School Name

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Course	Level	Title	Publisher	Copyright	ISBN#	Submitted by School Name
IB Hist. of Amer.	HS	A HISTORY OF LATIN AMERICA	WADSWORTH, CENGAGE LEARNING	2013	9781133050506	CDO
English	HS	A PRAYER FOR OWEN MEANY	Harper	2012, c198	9780062204226:(pbk.)	CDO
IB Social/Culture Anthropology	HS	ANTHROPOLOGY:A STUDENT'S GUIDE TO THEORY/METHOD	UNIVERSITY OF TORONTO PRESS	2009	9780802096128	CDO
AP Literature	HS	AP ENGLISH LIT & COMP 4 <sup>TH</sup>	Barron's Educational Series	2012	9780764146961	CDO
Arch. Drafting	HS	ARCHITECTURE RESIDENTIAL Twelfth	Goodheart-Willcox Company, Inc.	[2018]	9781631263156	CDO
IB Lit.	HS	BALLISTICS	Random House	2008	9780812975611	CDO 201
Life Skills Math	HS	BASIC MATH-FEARON'S	Fearon/Janus	1990	O822408082	CDO
English	HS	BEOWULF	Penguin Books	1973	9780140449310	CDO
AP Biology	HS	BIOLOGY:CAMPBELL	Pearson Education	2002	O805366245	CDO
IB Hist. of Amer.	HS	BLACK PROTEST & THE GREAT MIGRATION	BEDFORD	2003	9780312391294	CDO
AP German	HS	BRENNPUNKT NEUE AUSGABE	NELSON THORNES LTD	2000	9780174491538	CDO
Calculus: Graph-Num	HS	CALCULUS:GRAPH-NUM-ALG				CDO
IB Chemistry HL-SR	HS	CHEMISTRY STANDARD LEVEL IB	Pearson	2014	9781447959069	CDO
IB Literature HL-JR	HS	CHRONICLE OF A DEATH FORETOLD	Vintage Books/Random House	1982	9781400034710	CDO

IB Social/Culture Anthropology HL	HS	CULTURAL ANTH: A PROBLEM BASED APPR	WADSWORTH CENGAGE LEARNING	2009	9780495509288	CDO
IB Social & Cultural	HS	CULTURE SKETCHES	McGraw Hill	2012	9780078117022	CDO
IB Literature HL-JR	HS	DOWN SECOND AVENUE	Penguin Books	1959	9780143106791	CDO
Arch. Drafting	HS	EXPLORING DRAFTING	GOODHEART -WILCOX CO		9781631262654	CDO
IB Film	HS	FILM: A CRITICAL INTRODUCTION	LAURENCE KING PUBLISHING,LTD	2011	9780205770779	CDO
IB Film HL -SR	HS	FILMMAKING FOR TEENS	MICHAEL WIESE PRODUCTIONS	2010	9781932907681	CDO
French	HS	FRENCH DICTIONARY				CDO 202
RR Chemistry	HS	GENERAL CHEMISTRY				CDO
RR Science	HS	GENERAL SCIENCE-AGS	AGS Publishing	2004	9780785436461	CDO
RR Science	HS	GENERAL SCIENCE-FEARON'S	Globe Fearon Educational	1994	O822468883	CDO
English	HS	GRENDDEL	Vintage Books	1971	9780679723110	CDO
IB Social/Culture Anthropology HL & IB Anthropology SL	HS	GUESTS OF THE SHEIK	Anchor Books	1965	O385014856	CDO
Pre AP German III & IB German SL-JR	HS	GUT LESEN BESSER SCHREIBEN	Advance Materials	2009	9780955926525	CDO
IB Math HL	HS	HIGHER LEVEL MATHEMATICS	PEARSON EDUCATION LTD	2012	9780435074968	CDO
Art IB	HS	HISTORY OF ART-BOOK 1	Prentice Hall & Harry N. Abrams Inc	1995	9780131584037	CDO
Art IB	HS	HISTORY OF ART-BOOK 2	Prentice Hall & Harry N. Abrams Inc	1995	9780131584112	CDO

IB Social/Cultural Anthropology	HS	IN SEARCH OF RESPECT	Cambridge University Press	2003	9780521017114	CDO
IB Theory of Knowl	HS	ISHMAEL:AN ADVENTURE OF THE MIND	Bantam	1992	553375407	CDO
IB Literature HL-JR	HS	JUMP AND OTHER STORIES	Picador	1991	9781250003768	CDO
IB German SL-SR & AP German Lang	HS	KALEIDOSKOP	HEINLE, CENGAGE LEARNING	2013	9781111834005	CDO
IB Lit	HS	KOKORO	Penguin Books	2010	9780143106036	CDO
German	HS	LAROUSSE GERMAN DICTIONARY	Larousse	2010	9782035410528	CDO
IB Social & Cultural	HS	LIFE AND DEATH ON MT EVEREST	Princeton University Press	1999	9780691074481	CDO 203
IB Lit	HS	LITERATURE: AN INTRO TO READING & WRITING	PEARSON EDUCATION, INC	2012	9780205000364	CDO
Arch. Drafting	HS	MECHANICAL DRAWING	McGraw-Hill Book Company	1980	0070223130	CDO
IB Film SL	HS	MOVIES & MEANING:AN INTRODUCTION TO FILM	PEARSON EDUCATION, INC	2013	9780205211029	CDO
IB Music	HS	MUSIC: AN APPRECIATION	McGraw Hill	2011	9780078025099	CDO
English	HS	NERVOUS CONDITIONS	Mcdougal Littell	1997	9780395775608	CDO
English	HS	ONE DAY-LIFE IVAN DENISOVICH	Signet Classics	1991	9780451531049	CDO
English	HS	OTHELLO	Washington Square Press	1993	9780743477550	CDO
IB Literature HL-JR	HS	PERFUME: THE STORY OF A MURDERER	Vintage	1986	0375725849	CDO

RR Math	HS	PRE-ALGEBRA:TRANSITION TO ALG	Addison-Wesley	1992	9780201285208	CDO
RR English 10 pt. II	HS	REALITY CENTRAL GR 10	PEARSON EDUCATION, INC	2010	9780133674392	CDO
RR English 9 Ppt. II	HS	REALITY CENTRAL GR 9	PEARSON EDUCATION, INC	2010	9780133674385	CDO
English	HS	RESPONDING TO LIT:WORLD LIT	McDougal, Littell & Company	1992	O812370740	CDO
RR English	HS	ROMEO & JULIET RETELLING	McDougal Little/Houghton	2000	9780618031467	CDO
IB Literature HL-JR	HS	SAILING ALONE AROUND THE ROOM	Random House	2001	O375755195	CDO
IB Film	HS	SAVE THE CAT	MICHAEL WIESE PRODUCTIONS	2005	9781932907001	CDO 204
German	HS	SCHAUMS OUTLINE-GERMAN GRAMMAR	The McGraw-Hill Companies, Inc.	2010	9780071615679	CDO
IB Social & Cultural	HS	SHADOWED LIVES: UNDOC IMMIGRAN IN AM SOC	WADSWORTH,CENGAGE LEARNING Corporation	2013	9781133588450	CDO
IB Theory/Knowledge - SR	HS	SIX GREAT IDEAS	Simon & Schuster	1981	9780684826813	CDO
IB Spanish SL- SR	HS	SPANISH B COURSE COMPANION	Oxford University Press	2011	9780199151233	CDO
Sports Statistics	HS	STATISTICAL REASONING IN SPORTS	WH FREEMAN & CO	2013	9781429274371	CDO
IB Visual Arts HL-JR	HS	THE ANNOTATED MONA LISA	ANDREWS MCMEEL PUBLISHING, LLC	2007	9780740768729	CDO
IB Anthro	HS	THE CHEATING CULTURE	Houghton Mifflin Harcourt	2004	9780156030052	CDO
IB Literature HL-SR	HS	THE DILEMMA OF A GHOST & ANOWA	PEARSON EDUCATION LTD	1985	9780582276024	CDO

IB Film HR-SR	HS	THE FIVE C'S OF CINEMATOGRAPHY	Silman-James Press	1965	9781879505414	CDO
IB Social/Culture Anthropology	HS	THE GEBUSI	McGraw Hill	2013	9780078034923	CDO
IB Music	HS	THE OXFORD COMPANION TO JAZZ	OXFORD UNIVERSITY PRESS, INC	2000	9780195183597	CDO
English	HS	THE SECRET LIFE OF BEES	Penguin Books	2002	O51488014003	CDO
IB Literature HL-JR	HS	THE SORROW OF WAR	Penguin Group	1993	9781573225434	CDO
IB Lit	HS	THE SOUND OF WAVES	Vintage Books	1956	9780679752684	CDO
IB Theory/Knowledge - JR	HS	THE THEORY OF KNOWLEDGE	Oxford University Press	1998	9780195094664	CDO 205
IB	HS	THE TIPPING POINT	Little, Brown and Company	2000	9780316346627	CDO
English	HS	THINGS FALL APART	Mcdougal Littell	1997	9780395775592	CDO
German	HS	TREFFPUNKT D-A-CH	Langenscheidt KG	2010	9783468969904	CDO
IB Anthro	HS	UNCIVIL SOCIETY	Modern Library	2010	9780812966794	CDO
IB Film HL -SR	HS	UNDERSTANDING MOVIES	PEARSON EDUCATION, INC	2011	9780205737543	CDO
English	HS	WIDE SARGASSO SEA	W. W. Norton & Company, Inc.	1966	9780393308808	CDO
IB Theory/Knowledge - SR	HS	WORLD OF IDEAS DICTIONARY	Ballantine Books	1999	9780345437068	CDO
RR English 10 pt. II	HS	WRITING COACH GR 10	PEARSON EDUCATION, INC	2012	9780132531443	CDO

RR English 9 Ppt. II	HS	WRITING COACH GR 9	PEARSON EDUCATION, INC	2012	9780132531436	CDO
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**GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval to Display Myers’ Psychology for AP (Advanced Placement) Textbook Adoption Materials for 60 Days

**BACKGROUND:**

The three high school AP Psychology teachers have determined that a new textbook for this course would benefit the curriculum and our student’s preparation for the AP Exam and subsequent advanced social science courses. After having completed the evaluation process, we are requesting a public review of a new textbook for the District’s AP Psychology course. Our evaluation committee consisted of an AP Psychology teacher from each high school.

The first step of the process was to determine which texts have been recommended by the College Board for AP Psychology. Second, the committee outlined the minimum requirements for a textbook to be used in the AP Psychology course. Once the recommended books were determined and the minimum requirements were agreed upon, a single book was reviewed by the committee. The following textbook was evaluated on March 7, 2021:

**AP Psychology**

1. **Myers’ Psychology for AP**, published by Bedford, Freeman, and Worth (BFW) Publishers

Evaluation rubrics were scored individually for the single textbook. The results were compiled, summarized, and agreed upon by all members of the evaluation team.

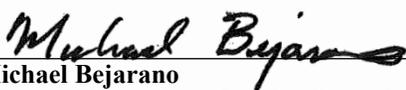
<b>AP Psychology Textbook Adoption Committee Results</b>									
Textbook Reviewed	Rating by Evaluators								
	A	B	C	D	E	F	G	H	Total
<b>Myers’ Psychology for AP (BFW)</b>	17	6	9	6	11	6	12	9	76

In conclusion, we are requesting a 60-day public review of “**Myers’ Psychology for AP**,” published by Bedford, Freeman, and Worth. It is a comprehensive and complete overview of a basic introductory course in psychology. The text and its supplementary materials are superior to others and it is aligned with the College Board Framework. The course is an important part of our District’s goal of preparing students for college and career readiness. This book better meets the new standards for this course established by the College Board and will make both learning and teaching AP Psychology more efficient. We are confident that the new textbook will help us with those goals.

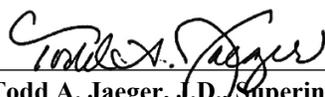
**RECOMMENDATION:**

It is the recommendation of administration that “Myers’ Psychology for AP” be placed on a 60-day public review.

**INITIATED BY:**

  
 Michael Bejarano  
 Associate Superintendent for Secondary Education

Date: April 1, 2021

  
 Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of Facility Rental Program Fees

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**BACKGROUND:**

Governing Board Policy KF requires the establishment of reasonable fees for the rental of District property as defined by the aforementioned policy and by Arizona Revised Statutes referenced therein. "Reasonable use fee" means an amount that is at least equal to the District's cost for utilities, services, supplies and/or personnel that the school provides to the lessee, pursuant to the terms of the lease.

The current rental rate fee schedule is attached for review. No changes are recommended at this time.

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**RECOMMENDATION:**

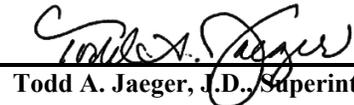
The Administration recommends the Governing Board approve the proposed Facility Rental Rates presented for the 2021-2022 school year.

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**INITIATED BY:**

  
James Burns, Executive Manager, Operational Support

Date: April 1, 2021

  
Todd A. Jaeger, J.D., Superintendent



<b>Room Rates (3 hour min/extra hour)</b>	
<b>High School-Community Non-Profit Rate</b>	
Gymnasium	\$190 / \$70
Auditorium	\$190 / \$70
Cafeteria/LRC/Lecture Hall	\$100 / \$35
Classroom	\$60 / \$20
<b>High School-Commercial Rate</b>	
Gymnasium	\$250 / \$100
Auditorium	\$250 / \$100
Cafeteria/LRC/Lecture Hall	\$160 / \$65
Classroom	\$120 / \$60
<b>Middle School-Community Non-Profit Rate</b>	
Gymnasium	\$100 / \$35
Cafeteria/LRC/MPR	\$100 / \$35
Classroom	\$60 / \$20
<b>Middle School-Commercial Rate</b>	
Gymnasium	\$200 / \$65
Cafeteria/LRC/MPR	\$160 / \$65
Classroom	\$120 / \$60
<b>Elementary School-Community Non-Profit Rate</b>	
Multipurpose Room	\$75 / \$25
Cafeteria	\$75 / \$25
Classroom	\$40 / \$15
<b>Elementary School-Commercial Rate</b>	
Multipurpose Room	\$130 / \$60
Cafeteria	\$130 / \$60
Classroom	\$50 / \$15



<b>Athletics/Field Rates (3 hour min/extra hour)</b>	
<b>High School-Community Non-Profit Rate</b>	
Football & Track with Lights	\$150 / \$50
Football & Track without Lights	\$75 / \$25
Baseball & Softball with Lights	\$150 / \$50
Baseball & Softball without Lights	\$75 / \$25
Sand Beach Volleyball Court with Lights	\$30 per hour
Sand Beach Volleyball Court without Lights	\$25 per hour
Tennis & Racquetball Court with Lights	\$10 per hour
Tennis & Racquetball Court without Lights	\$5 per hour
Practice Field	\$15 per hour
<b>High School-Commercial Rate</b>	
Football & Track with Lights	\$300 / \$100
Football & Track without Lights	\$225 / \$75
Baseball & Softball with Lights	\$180 / \$60
Baseball & Softball without Lights	\$75 / \$25
Sand Beach Volleyball Court with Lights	\$40 per hour
Sand Beach Volleyball Court without Lights	\$35 per hour
Tennis & Racquetball Court with Lights	\$20 per hour
Tennis & Racquetball Court without Lights	\$10 per hour
Practice Field	\$15 per hour
<b>Middle School-Community Non-Profit Rate</b>	
Football Field or Track	\$20 per hour
Baseball/Softball Field	\$15 per hour
<b>Middle School-Commercial Rate</b>	
Football Field or Track	\$25 per hour
Baseball/Softball Field	\$25 per hour
<b>Elementary-Community Non-Profit Rate</b>	
All Fields	\$15 per hour
<b>Elementary-Commercial Rate</b>	
All Fields	\$25 per hour



<b>All Sites Misc Rates</b>	
<b>Community Non-Profit Rate</b>	
Ramada	\$10 per use
Parking Lot	\$50 per use
Equipment	\$25 per use
Piano	\$20 per use
Grand Piano	\$20 per use
Portable Public Address System	\$25 per use
Fixed Public Address System/PA System	\$25 per use
Projector	\$5 per use
Stage Lighting	\$20 per use
<b>Commercial Rate</b>	
Ramada	\$20 per use
Parking Lot	\$50 per use
Equipment	\$25 per use
Piano	\$20 per use
Grand Piano	\$20 per use
Portable Public Address System	\$25 per use
Fixed Public Address System/PA System	\$25 per hour
Projector	\$5 per use
Stage Lighting	\$20 per use
Late Payment Fee	\$25 per event
Returned Check Fee	\$35 per return
Change Fee (less than 5 day notice)	\$50 per change
Custodial/Audio Visual Support/Technology Support/Security/Set-up fees per hour/per person	\$35 or \$50 holiday
Student A/V Support	\$15 per hour
Custodial Flat Per hour (during regular shift hours)	\$15 per hour
Custodial Overtime Per hour (Holidays \$50 per hour) 3 hour minimum	\$35 per hour
Cancellation Fee Total >\$1,000 & less than 48 hour notice	10% Total Invoice



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

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**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of School Facilities Board (SFB) Grant for Amphitheater High School Main Gym Bleacher Repairs

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**BACKGROUND:**

On March 25, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the south bleachers in the Main Gym at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on March 26, 2021 in the amount of \$9,760.60.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00818

Grant Amount: \$9,760.60

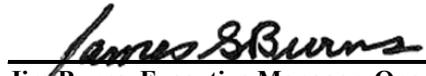
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**RECOMMENDATION:**

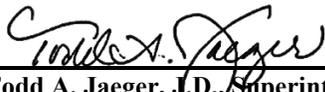
It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00818 in the amount of \$9,760.60 to repair the south bleachers in the Main Gym at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

  
Jim Burns, Executive Manager, Operational Support

Date: April 5, 2021

  
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, May 6, 2020

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

### 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](http://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, Superintendent, CFO/Business Manager, and Facilities Director 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)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified School  
District No. 10  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date



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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School Building T HVAC Controls Repair

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**BACKGROUND:**

On March 12, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair HVAC controls at Canyon del Oro High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on March 16, 2021 in the amount of \$4,261.90.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00780

Grant Amount: \$4,261.90

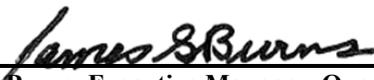
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**RECOMMENDATION:**

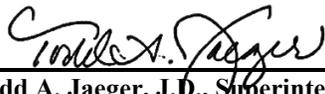
It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00780 in the amount of \$4,261.90 to repair HVAC controls at Canyon del Oro High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

  
Jim Burns, Executive Manager, Operational Support

Date: April 1, 2021

  
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, May 6, 2020

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

### 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](http://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, Superintendent, CFO/Business Manager, and Facilities Director 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)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified School  
District No. 10  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date



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

---

**DATE OF MEETING:** April 13, 2021

**TITLE:** Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Central Plant Water Pump Re-build

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**BACKGROUND:**

On March 23, 2021 the District submitted a School Facilities Board (SFB) Grant request to re-build the building chilled/hot water pump in the Central Plant at Ironwood Ridge High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on March 24, 2021 in the amount of \$7,467.15.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00807

Grant Amount: \$7,467.15

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00807 in the amount of \$7,467.15 to re-build the building chilled/hot water pump in the Central Plant at Ironwood Ridge High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

---

Jim Burns, Executive Manager, Operational Support

Date: April 5, 2021

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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, May 6, 2020

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

### 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](http://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, Superintendent, CFO/Business Manager, and Facilities Director 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)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified School  
District No. 10  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date



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

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**DATE OF MEETING:** April 13, 2021

**TITLE: Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School  
Fine Arts Building HVAC Controls Repair**

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**BACKGROUND:**

On March 23, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair HVAC controls at Ironwood Ridge High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on March 24, 2021 in the amount of \$5,210.92.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00806

Grant Amount: \$5,210.92

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00806 in the amount of \$5,210.92 to repair HVAC controls at Ironwood Ridge High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

Jim Burns, Executive Manager, Operational Support

Date: April 5, 2021

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, May 6, 2020

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

### 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.

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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.

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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:

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## 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.

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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.

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The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

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

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

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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.

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

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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.

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### **19.2 BREACH OF WARRANTY**

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### **19.3 FAILURE TO COMPLY**

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The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

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

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

**23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director 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)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified School  
District No. 10  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date



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

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**DATE OF MEETING:**      **April 13, 2021**

**TITLE:    Adoption of Resolution Authorizing the Issuance & Sale of Refunding Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona**

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**BACKGROUND:**

A recent bond rating upgrade and a favorable interest rate market has presented the District with the opportunity to refinance up to \$16,000,000 of outstanding debt. This refinancing would provide an estimated savings to the tax payers of \$1,800,000 over the remaining bond payments.

The District is pursuing a negotiated private sale based upon the outcome of the recent bond sale. The preliminary plan is to negotiate a refinancing by early May with a June 1<sup>st</sup> closing date allowing for the required 30 day call window before the July 1<sup>st</sup> payment. If we are unable to make the proposed schedule, we will have to postpone refinancing until this fall (October 1<sup>st</sup> to December 1<sup>st</sup>) to stay within the Internal Revenue Service's 90 day tax exempt window while hoping that the interest rate market remains stable.

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**RECOMMENDATION:**

The Administration recommends that the Governing Board approve the attached forms of Resolution and authorize the Governing Board President or Superintendent to execute the documents outlined in the resolution.

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**INITIATED BY:**

*Scott Little*

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Scott Little, Chief Financial Officer

Date: April 6, 2021

*Todd A. Jaeger*

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Todd A. Jaeger, J.D., Superintendent

## RESOLUTION

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, REFUNDING BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A PLACEMENT AGENT, A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT AND A DEPOSITORY TRUSTEE; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; ADOPTING POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF BONDS OF THE DISTRICT; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.**

**WHEREAS**, Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*District*”), has issued certain school improvement bonds (the “*Prior Bonds*”) and the Governing Board of the District (the “*Board*”) has decided to provide for the refunding and, as applicable, redemption of a certain amount of the Prior Bonds on or prior to their respective maturity dates (the “*Bonds Being Refunded*”); and

**WHEREAS**, the Board has determined that it is expedient to refund some or all of the Bonds Being Refunded and that the issuance of refunding bonds and the application of the net proceeds thereof to pay at maturity or call for redemption the Bonds Being Refunded are necessary and advisable and are in the best interests of the District because the proposed refunding bonds can be sold to effect a lower tax burden for the District’s taxpayers; and

**WHEREAS**, the District intends to issue refunding bonds in the aggregate principal amount of not to exceed \$16,000,000 (the “*Bonds*”) on a tax-exempt or taxable basis, for the purpose of refunding the Bonds Being Refunded and paying the costs of issuance of the Bonds; and

**WHEREAS**, in accordance with applicable law, the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of such Bonds to the final maturity date of the Bonds Being Refunded; and

**WHEREAS**, the Bonds will issue the Bonds through a sale directly to one or more banks or financial institutions submitting a lending proposal in response to a Request for Proposals, prepared by Stifel, Nicolaus & Company, Incorporated as placement agent (the “*Placement Agent*”) and not acting as a municipal advisor (as defined in the Securities and Exchange Commission’s Municipal Advisor Rule). The District desires that all or a portion of the Bonds be placed through the above mentioned method on such terms as may meet the parameters of this resolution and hereafter be approved by the District’s Superintendent (the “*Superintendent*”) or the District’s Chief Financial Officer (the “*Chief Financial Officer*”) and pursuant to the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718; and

**WHEREAS**, by this resolution, the Board shall approve a form of placement agent agreement between the District and the Placement Agent (the "*Placement Agent Agreement*") in substantially the form now on file with the Board, as approved by the District's bond counsel, Gust Rosenfeld P.L.C. ("*Bond Counsel*"). The Bonds will be placed with a bond purchaser(s) (the "*Purchaser*") pursuant to the terms of the Placement Agent Agreement, when the final terms of the sale have been determined for the sale of the Bonds to the Purchaser; and

**WHEREAS**, within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery in accordance with the Placement Agent Agreement, and at such prices, interest rates, maturities and redemption features as may be hereafter determined;

**NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, AS FOLLOWS:**

**Section 1.     Authorization.** The Board hereby authorizes the Bonds to be executed, issued and sold in an aggregate principal amount of not to exceed \$16,000,000 in one or more series. The Bonds shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Purchaser. The Bonds shall be designated Amphitheater Unified School District No. 10 of Pima County, Arizona, Refunding Bonds, Series 2021. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2021 and all or portion of the Bonds may be designated as "tax-exempt" or "taxable" under the Code (as hereinafter defined) as provided in Section 14 hereof. The Bonds shall be issued for the purpose of providing funds to be used to refund the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The Board finds and determines that it is expedient, necessary and advisable that the District restructure a portion of its outstanding bonded debt to lower the aggregate tax burden for the District's taxpayers. The Board hereby requires that the present value of the debt service savings, net of all costs associated with the Bonds, shall be not less than 6.7% of the principal amount of the Bonds Being Refunded.

**Section 2.     Terms.**

A.     Bonds. The Bonds shall be dated as of the date set forth in the Placement Agent Agreement shall mature on July 1 in some or all of the years 2021 and 2027, inclusive, and shall bear interest from their date to the maturity or earlier redemption date of each of the Bonds provided that the bond yield, calculated in the manner yield (as determined pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "*Code*")), shall not exceed 2.0%.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds shall be as set forth in the Placement Agent Agreement and approved by the Board President (the "*President*"), any member of the Board, the Superintendent, or the Chief Financial Officer of the District (collectively, the "*Authorized Officer*" or "*Authorized Officers*"), and such approval shall be evidenced by the execution and delivery of the Placement Agent Agreement. The Bonds shall be

issued in fully registered form in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof (“*Authorized Denominations*”). Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each an “*Interest Payment Date*”) during the term of the Bonds, commencing July 1, 2021 (or such other date as set forth in the Placement Agent Agreement).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system (the “*Book-Entry-Only System*”) described in the Letter of Representations (as defined herein), the District shall pay periodic principal and interest payments to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, a New York Corporation (“*DTC*”) on each interest or principal payment date (or in accordance with then existing arrangements between the District and DTC). The District has previously entered into an agreement (the “*Letter of Representations*”) with DTC in connection with the issuance of the District’s bonds including the Bonds and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. The Bonds will be administered by a bank, or trust company, as determined by the Superintendent or the Chief Financial Officer (the “*Registrar*”) in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered, if applicable. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into bearer or coupon form, if applicable.

D. Payment. Interest on the Bonds shall be payable on each Interest Payment Date by check mailed to the owner thereof at the owner’s address all as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the fifteenth (15th) day of the month preceding an Interest Payment Date (the “*Record Date*”).

Principal of the Bonds shall be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent (as defined hereafter).

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or that is subject to the book-entry-only system may be paid by the Paying Agent by wire transfer in “same-day funds”.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in Exhibit A hereto and shall be sold under the terms and conditions set forth in the Placement Agent Agreement.

F. Restrictions on Transfer. The Bonds may not be transferred unless (i) in Authorized Denominations, (ii) any transferee is an approved investor, and (iii) any transferee that provides the Registrar with a completed Investor Letter, in the form attached hereto as Exhibit I to Exhibit A and which is incorporated herein by reference. For the purposes of the Bonds, “*Approved Investor*” means a “qualified institutional buyer”, as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the “*Securities Act*”), or an “accredited investor” (excluding

natural persons) as defined in 501(a)(1), (2), (3), or (7) under the Securities Act, who executes the Investor Letter, form set forth in Exhibit I to Exhibit A attached hereto.

**Section 3. Prior Redemption.**

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Placement Agent Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Placement Agent Agreement.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the District to the Registrar for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(1) Notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(2) If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Treasurer of Pima County, Arizona (the “*Treasurer*”), or the Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less than All of a Bond. The District may redeem an amount which is included in a Bond in the denomination equal to or in excess of, but divisible by, \$1,000. In that event, the owner shall submit the Bond for partial redemption and the Paying Agent, for the Bonds shall make such partial payment and the Registrar of the Bonds shall cause to be issued a

new Bond of the same series in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the owner thereof.

F. Defeasance. Any Bond or portion thereof in Authorized Denominations shall be deemed defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District if (i) there is deposited with a bank or comparable financial institution, in trust, obligations issued by or guaranteed by the United States government (“*Defeasance Obligations*”) or moneys, or both, which, with the maturing principal of and interest on such Defeasance Obligations and the moneys so deposited will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) such defeased Bond or portion thereof is to be redeemed prior to maturity, notice of such redemption has been given in accordance with provisions hereof or the District has submitted to the Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. Security. For the purpose of paying the principal and premium (if any) of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Taxes levied with respect to the payment of principal of and interest on the Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust created to pay principal of, premium, if any, and interest on the Bonds Being Refunded is insufficient to make such payments when due, any taxes levied to pay principal of and interest on the Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund of the District entitled the “Debt Service Fund” and shall be used only for the payment of principal, interest, premium, if any, or costs as above-stated. If for any reason, the amount on deposit in the District’s Debt Service Fund is insufficient to pay on the date of payment, the principal, interest and premium (if any) due on the Bonds, the District hereby authorizes the Treasurer to pay such deficiency from any District funds lawfully available therefor.

This resolution shall be construed as a request and continuing consent to invest moneys in the Debt Service Fund, subject to the provisions of Section 14, if applicable, and any restrictions imposed by any entity providing credit enhancement for the Bonds, in any of the securities allowed by A.R.S. § 15-1025, and no further annual consent need be given; provided, however, that the Board, acting through its Superintendent or Chief Financial Officer, may revoke such consent for any fiscal year after fiscal year 2020/2021.

Upon the creation of the trust for payment of the Bonds Being Refunded, all moneys collected thereafter during the current fiscal year which would otherwise have been credited to the Interest and Redemption Funds for the Bonds Being Refunded shall be credited to the Debt Service Fund.

**Section 5. Use of Proceeds.** Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Bonds, after payment of the costs and expenses of issuance, shall be set aside, together with certain funds of the District required to pay the Bonds Being Refunded, a special trust fund maintained either by the Treasurer or by a bank or trust company selected by the Superintendent or the Chief Financial Officer as depository trustee (the “*Depository Trustee*”), as determined by the Superintendent or the Chief Financial Officer, with the advice of the Placement Agent, as follows:

If the trust fund is to be maintained by the Depository Trustee, proceeds of the Bonds shall be used to pay, when due, principal of and interest and premium on the Bonds Being Refunded, all as more fully described in that certain Depository Trust Agreement to be dated [\_\_\_\_\_] 1, 2021] (the “*Depository Trust Agreement*”), by and among the District, the Depository Trustee and the Treasurer. Amounts credited to the trust, other than any beginning cash balance, shall be held by the Depository Trustee as a demand deposit or invested in obligations issued by or guaranteed by the United States of America (“*Government Obligations*”) the maturing principal of, together with any beginning cash balance, shall be sufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded as the same becomes due at maturity or prior redemption as provided herein. The District may obtain the Government Obligations, if applicable, by (i) direct purchase from the United States Treasury or (ii) purchase in the open market through the engagement of a bidding agent receiving at least three bids from dealers of such investments; or (iii) deposit in the Depository Trustee’s money market or other account invested in Government Obligations.

Alternatively, the Superintendent or the Chief Financial Officer may determine that the Depository Trust Agreement is not necessary and may direct the application of the proceeds of the Bonds to be held in a trust fund maintained by the Treasurer.

If the trust fund is to be maintained by the Treasurer, proceeds of the Bonds shall be held as cash and used to pay, when due, principal of and interest and premium on the Bonds Being Refunded as the same become due or prior redemption as provided herein.

Any balance of the net proceeds of the Bonds remaining after creation of the trust for the Bonds Being Refunded shall be transferred to the District’s Debt Service Fund.

**Section 6. Form of Bonds.** Pursuant to A.R.S. § 35-491, a fully registered bond form is adopted as an alternative to the form of bond provided in A.R.S. § 15-1023. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Placement Agent Agreement and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer form without the consent of the Board and approval of Bond Counsel.

**Section 7. Execution of Bonds and Other Documents.**

A. Bonds. The Bonds shall be executed for and on behalf of the District by its President and attested by the Clerk of the Board (the "*Clerk*") and countersigned by the Treasurer by their manual or facsimile signatures. In the event the Board does not have a designated Clerk, all members of the Board are hereby designated as Clerk of the District solely for the purpose of attesting the President's signature on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid.

A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Placement Agent Agreement. The form of the Placement Agent Agreement, in substantially the form submitted to and on file with the Board, is hereby approved. Any Authorized Officers shall cause the Placement Agent Agreement to be completed and is hereby authorized to execute the Placement Agent Agreement to reflect the terms of the Bonds, including the price at which the Bonds are sold and provisions for original issue premium or original issue discount with respect thereto on behalf of the District. The execution and delivery of the Placement Agent Agreement as completed shall be conclusive evidence of such approval of the final terms and provisions.

C. Registrar Contract. The form of registrar's contract concerning duties of the Registrar and Paying Agent for the Bonds, in substantially the form submitted to and on file with the Board, is hereby approved and any of the Authorized Officers are hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by any such officer shall constitute conclusive evidence of such approval.

D. Depository Trust Agreement. The Depository Trust Agreement, in substantially the form presented to the Board at the meeting at which this resolution was adopted and on file with the District, is hereby approved and any of the Authorized Officers are hereby directed to execute such contract on behalf of the District, if determined necessary, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents. Execution by such officer shall constitute conclusive evidence of such approval.

**Section 8. Mutilated, Lost or Destroyed Bonds.** In case any Bond becomes mutilated or destroyed or lost, the District shall cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the owner's paying the reasonable expenses and charges of the District in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar and the Treasurer of evidence satisfactory to the Registrar and the Treasurer that such Bond was destroyed or lost, and furnishing the Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

**Section 9. Acceptance of Offer; Sale of Bonds; Placement Agent Agreement Approval.** The Board hereby directs the Superintendent or Chief Financial Officer to determine if the Bonds will be sold through a sale directly to one or more banks or financial institutions submitting a lending proposal in response to a Request for Proposals, prepared by the Placement Agent, and authorizes the sale of the Bonds and to take any action and make any modifications to the documents described in Section 7 hereof to accomplish the purposes of this Resolution.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the Placement Agent Agreement. Any other provisions of this resolution to the contrary notwithstanding, the Bonds shall not be sold for less than par and no premium on the Bonds shall exceed the net premium permitted by A.R.S. § 15-1024.

**Section 10. Registrar and Paying Agent.** The District shall maintain an office or agency where the owners of the Bonds shall be recorded in the registration books and the Bonds may be presented for registration or transfer (such entity performing such function shall be the "Registrar"). The District shall maintain an office or agency where Bonds may be presented for payment (such entity performing such function shall be the "Paying Agent"). Bonds shall be paid by the Paying Agent in accordance with Section 2(C) of this resolution. The District may appoint one or more co-Registrars or one or more additional Paying Agents. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the owners of the Bonds.

The Superintendent or Chief Financial Officer shall solicit pricing quotes to act as Registrar and Paying Agent with respect to the Bonds and shall select a Registrar and Paying Agent in the best interests of the District. The District may change the Registrar or Paying Agent without notice to or consent of owners of the Bonds and the District may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent shall hold in trust for the benefit of the owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a separate register for the Bonds. When the Bonds are presented to the Registrar or a co-Registrar with a request to register transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal or payment amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

The Registrar, with respect to the Bonds may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of fifteen (15) days before a selection of Bonds to be redeemed; if the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor shall be binding upon the transferee and a copy of the notice of redemption shall be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue up to \$15,100,000 in aggregate principal amount upon the written request of the Treasurer. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the District are met.

**Section 11. Resolution a Contract.** This resolution shall constitute a contract between the District and the owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution and in the Bonds and the Placement Agent Agreement is hereby authorized and approved.

**Section 12. Ratification of Actions.** All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

The Board hereby acknowledges Bond Counsel's representation of the Placement Agent in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

**Section 13. Bonds Being Refunded.** Some or all of the maturities of the Prior Bonds shown on the chart below, together with such other Prior Bonds as may be selected by the Superintendent or the Chief Financial Officer, may be refunded as Bonds Being Refunded hereunder. The Board orders that the Bonds Being Refunded and the times that the Bonds Being

Refunded will be redeemed will be determined by the Superintendent or the Chief Financial Officer and will be as set forth in the Official Statement.

If required by A.R.S. § 35-473.01(A), the weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

Issue (Dated Date)	Name	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Premium on Bonds Being Refunded (% of principal)
6/9/2011	School Improvement Bonds, Project of 2007, Series C (2011)	\$2,635,000	2022	\$2,635,000	2021	-0-%
		2,510,000	2023	2,510,000	2021	-0-
		2,475,000	2024	2,475,000	2021	-0-
		2,275,000	2025	2,275,000	2021	-0-
		2,515,000	2026	2,515,000	2021	-0-
		2,450,000	2027	2,450,000	2021	-0-

**Section 14. Tax Covenant.** All or portion of the Bonds may be issued as “tax-exempt” or “taxable” bonds for purposes of the Code, as determined by the Superintendent or the Chief Financial Officer with assistance of the Placement Agent. This Section shall only apply to such Bonds designated by the District as “tax-exempt”. In consideration of the purchase and acceptance of the Bonds by the owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the Board covenants with the owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

Each Authorized Officer is authorized to execute and deliver all closing documents incorporating the District’s representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District’s Superintendent or the Chief Financial Officer, the Treasurer or a partner of Bond Counsel are each authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. Each Authorized Officer is authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

The District shall comply with such requirements and shall take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

The Board hereby authorizes the Chief Financial Officer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post-issuance compliance policies and matters.

Notwithstanding the foregoing, the Chief Financial Officer, may determine that any Bonds are not considered to be tax-exempt under the Code.

**Section 15. Bonds Not Qualified Tax-Exempt Obligations.** The Bonds are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

**Section 16. Other Moneys.** The Treasurer is authorized and directed to transfer such amounts of money from the District's Principal and Interest Redemption Funds as are or may be necessary to complete the refunding of the Bonds Being Refunded.

**Section 17. Severability.** If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

**Section 18. Issuance and Post-Issuance Compliance Procedures.** The form of the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds and Other Tax-Exempt Financings in substantially the form attached hereto as *Exhibit B* is hereby approved and District staff shall follow the procedures set forth therein as it relates to issuance and post-issuance compliance procedures required by the Bonds or any other bonds or tax-exempt obligations of the District.

[Signature on following page]

**PASSED, ADOPTED AND APPROVED** by the Governing Board of  
Amphitheater Unified School District No. 10 of Pima County, Arizona, on April 13, 2021.

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President, Governing Board

[Signature page to Authorizing Resolution]

**EXHIBIT A**  
(Form of Bond)

Number: R- \_\_\_\_\_

Denomination: \_\_\_\_\_

[Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

**[RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A “QUALIFIED INVESTOR,” AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE ATTACHED CERTIFICATE OF QUALIFIED INVESTOR.]**

***AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10  
OF PIMA COUNTY, ARIZONA  
REFUNDING BOND, SERIES 2021***

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>
_____%	July 1, ____	_____, 2021

Registered Owner:     [PURCHASER]

Principal Amount:     \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_.00)

**AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA** (the “District”), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE IF APPLICABLE.]

Interest is payable on January 1 and July 1 of each year commencing [July 1, 2021] and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the bondholder or its registered assigns in same-day funds on each interest or principal payment date.

The “Record Date” for this bond will be the fifteenth (15<sup>th</sup>) day of the month preceding an interest payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due, as limited as described herein.

This bond is one of a series of general obligation refunding bonds in the aggregate principal amount of [\$ \_\_\_\_\_] of like tenor except as to amount, maturity date, interest rate and number, issued by the District to provide funds to refund certain previously issued and outstanding bonds of the District, pursuant to a resolution of the Governing Board of the District duly adopted prior to the issuance hereof (the “*Resolution*”), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of school district refunding bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded. [The owner of this bond acknowledges that, and agrees that, this bond does not enjoy a lien on moneys in the District’s Debt Service Fund enjoyed by holders of other District bonds.]

This bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the bond registrar, which on the original issue date is the corporate trust office of [\_\_\_\_\_] upon surrender and cancellation of this bond. [Bonds of this issue are issuable only in fully registered form in the denomination of \$100,000 or greater.][Upon such transfer a new bond or bonds of the same maturity date and interest rate will be issued to the transferee in exchange. Bonds of this issue will be issued only in fully registered form in the denomination of \$5,000 of principal or integral multiples thereof. The registrar or paying agent may be changed by the District without notice.]

The District, the bond registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President and attested by the Clerk of its Governing Board and countersigned by the Treasurer of Pima County, Arizona, which signatures may be facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the bond registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**AMPHITHEATER UNIFIED SCHOOL  
DISTRICT NO. 10 OF PIMA COUNTY,  
ARIZONA**

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President, Governing Board

ATTEST:

---

Clerk, Governing Board

COUNTERSIGNED:

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Treasurer, Pima County, Arizona

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

-----  
DATE OF AUTHENTICATION AND REGISTRATION: [\_\_\_\_\_, 2021]

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Amphitheater Unified School District No. 10 of Pima County, Arizona Refunding Bonds, Series 2021, described in the Resolution mentioned herein.

\_\_\_\_\_, as Registrar

\_\_\_\_\_  
Authorized Representative

-----  
(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)  
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**FORM OF ASSIGNMENT**

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT/TRANS MIN ACT-\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act \_\_\_(State)\_\_\_

Additional abbreviations may also be used though not in list above

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Transferee)  
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_, attorney to transfer the within bond on the books kept for  
registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Note: The signature(s) on this assignment must correspond with  
the name(s) as written on the within registered bond in every  
particular without alteration or enlargement or any change  
whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
Firm or Bank

\_\_\_\_\_  
Authorized Signature

The signature(s) should be guaranteed by an eligible  
guarantor institution pursuant to SEC Rule 17Ad-15

**ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR**

EXHIBIT I

**FORM OF INVESTOR LETTER**

Amphitheater Unified School District No. 10

Stifel, Nicolaus & Company, Inc.

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona  
Refunding Bonds, Series 2021

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby acknowledges that it is purchasing \$[\_\_\_\_\_] aggregate principal amount of Refunding Bonds, Series 2021 (the “Bonds”) issued in authorized denominations \$100,000 or more pursuant to a Resolution (the “Resolution”) of the Governing Board of the Issuer, adopted April 13, 2020. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution and the Placement Materials, each as defined herein.

This letter is being provided pursuant to a Placement Agent Agreement, dated [\_\_\_\_\_, 2021] (the “Placement Agreement”), between Amphitheater Unified School District No. 10 of Pima County, Arizona (the “Issuer”) and Stifel, Nicolaus & Company, Inc. (the “Placement Agent”).

The Investor acknowledges that the proceeds of the Bonds will be used for the purpose of [refunding school improvement bonds previously issued by the District].

The Bonds together with interest thereon shall be payable from ad valorem taxes of the District.

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.
2. The Investor is (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b) an “accredited investor” as the term is defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act.
3. The Investor is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.
4. The Investor understands that the Bonds are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will [not] carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.
5. The Investor acknowledges that it has either been supplied with or been given access to information, including [insert language tracking the text of Paragraph 3(a) describing the Placement Materials], which it has requested from the Issuer and to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer and the Bonds and the security therefor so that, as a reasonable investor, the Investor has been able to make a decision to purchase the Bonds. The Investor has such knowledge and experience in

financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Bonds.

6. The Investor acknowledges that the obligations of the Issuer under the Resolution [describe nature of Issuer's obligations]. [Describe limitations on the sources of funds available for the payment of debt service.]
7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Bonds. The Investor has reviewed the documents executed in conjunction with the issuance of Bonds, or summaries thereof, including, without limitation, the Resolution.
8. The Investor acknowledges and agrees that the Placement Agent and the Issuer take no responsibility for, and make no representation to the Investor, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Bonds in violation of the provisions of the Resolution, or any securities law or income tax law consequences thereof. The Investor also acknowledges that, with respect to the Issuer's obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Bonds in connection with any subsequent transfer of the Bonds made by the Investor.
9. The Investor agrees that it is bound by and will abide by the provisions of the Resolution relating to transfer, the restrictions noted on the face of the Bonds and this Investor Letter. The Investor also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bonds by the Investor.
10. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations, and warranties herein by the addressees hereto.
11. The interpretation of the provisions hereof shall be governed and construed in accordance with Arizona law without regard to principles of conflicts of laws.
12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Bonds to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date: [\_\_\_\_\_, 2021]

Very truly yours,

\_\_\_\_\_, as Investor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO  
TAX-EXEMPT BONDS, TAX CREDIT BONDS, AND OTHER TAX-EXEMPT  
FINANCINGS FOR THE AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF  
PIMA COUNTY, ARIZONA**

**Date of Implementation: April 13, 2021**

**INTRODUCTION**

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt, tax credit or direct federal subsidy treatment of general obligation bonds, revenue bonds, lease-purchase agreements, and other tax-exempt financings by the Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*District*”). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment and certain actions of the District after issuance can adversely affect such treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to an investor’s decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

Failure to comply may cause the District to be (a) liable to the bondholders, (b) subject to enforcement action by the Internal Revenue Service, (c) subject to a loss of all or part of any applicable direct federal subsidy, and (d) subject to enforcement action by the U.S. Securities and Exchange Commission. Therefore, it is important that the District take all necessary actions to ensure compliance with the conditions, restrictions and requirements applicable to each bond or other financing.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The Superintendent and/or Chief Financial Officer, or his or her designee, will be the responsible person and is referred to in these procedures as the “*Bond Compliance Official*.” Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed with the bonds or compliance with the conditions, restrictions and requirements

should discuss them with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

## **1. INVESTMENT OF PROCEEDS UNTIL EXPENDED.**

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds changes from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds and investment earnings on those amounts. The proceeds will not be invested in any investment where a yield cannot be determined. Any investment in a guaranteed investment contract or similar investment agreement will only be made in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds from each issue will be invested so that they can be tracked separately from any other funds of the District. The District will work with the Treasurer of Pima County, Arizona (the “*County Treasurer*”) to be sure that invested earnings are properly allocated between bond proceeds and other funds, and that interest earnings on tax-exempt bonds are tracked separately from interest earnings on tax credit and direct pay bonds.

## **2. USE OF PROCEEDS.**

Detailed records will be made and kept by the District with regard to the use of bond proceeds and shall be kept on a series by series basis. The amount, date of and purpose of

each expenditure will be recorded. If the project is also funded with non-bond proceeds, the records will reflect an allocation of expenditures between bond proceeds and other funds. No proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds unless the reimbursement requirement, including the prior declaration of intent to reimburse, has been fully complied with and evidence of such compliance is maintained. The District's Board of Directors (the "*District Board*") and the Bond Compliance Official are authorized to complete the declaration of intent to reimburse.

The District is expected to exercise diligence to expend the proceeds, to enter into within six months of the issue date a binding contract to expend at least 10% of the proceeds and to have expended most of the proceeds within three years. After the third anniversary of the issue, any remaining proceeds in the construction account must be yield restricted. Any remaining Tax Credit Bond (as defined herein) proceeds must be used to redeem bonds after three years.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

### **3. USE OF BOND FINANCED FACILITIES.**

Detailed records of the use of proceeds will identify those facilities that are financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds and other funds used. Any sale or lease to, or other agreement for use by, a private party in a trade or business can adversely affect the tax status of the bonds. The District will not sell or lease any bond financed property or enter into any agreement with non-governmental entities for use or management of any bond financed property without a thorough review by the Bond Compliance Official and bond counsel. While not a comprehensive list, the Bond Compliance Official will review the following types of transactions with bond counsel prior to entering into any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider or book store, (c) any research agreement and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including,

if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

**4. ARBITRAGE REBATE.**

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the County Treasurer has retained a professional rebate consultant to review the records and prepare a report so that the District or the County Treasurer can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

**5. RECORD RETENTION.**

All records concerning the bond issue, including:

- a) the transcript of the original proceedings;
- b) investment of proceeds;
- c) use and allocation of proceeds, including any declaration of intent to reimburse;
- d) non-governmental use of bond financed property;
- e) payment of principal and interest on the bonds;
- f) the interest rate or rates on the bonds from time to time, if variable;
- g) compliance with reimbursement requirements;
- h) refunding of all or part of the bonds;
- i) payment of arbitrage rebate or information supporting any exemption to rebate; and
- j) evidence of compliance with special requirements for Tax Credit Bonds, Build America Bonds (Direct Pay), or Tax Credit Bonds (Direct Pay) (as defined herein).

shall be kept for the life of the bonds plus three years and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

**6. SPECIAL REQUIREMENTS FOR TAX CREDIT AND CERTAIN TAX CREDIT (DIRECT PAY) BONDS.**

If the District issues any Qualified School Construction Bonds, Qualified Zone Academy Bonds, Qualified Forestry Conservation Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds (collectively, the “*Tax Credit Bonds*”), or any Qualified School Construction Bonds, Qualified Zone Academy Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds with a direct-pay feature (collectively, the “*Tax Credit Bonds (Direct Pay)*”), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) Use of Proceeds for Tax Credit Bonds and Tax Credit Bonds (Direct Pay).  
(i) At the date of issuance, the District must reasonably expect to:  
(1) spend 100% or more of the proceeds for one or more qualified purposes within the 3-year period beginning on the date of issuance, and  
(2) have a binding commitment with a third party to spend at least 10% of such proceeds within the 6-month period beginning on the date of issuance.

If the District does not spend 100% of the proceeds within the 3-year period from the date of issuance, the District shall redeem all of the nonqualified bonds within 90 days after the end of the 3-year period. The District may be able to receive an extension prior to the expiration of the 3-year period if the District establishes that failure to spend the proceeds is due to a reasonable cause and the District will continue to proceed to spend the proceeds with due diligence.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds. If the Bond Compliance Official believes that the District will not spend 100% of the proceeds within the 3-year period beginning the date of issuance, the Bond Compliance Official will contact bond counsel as soon as possible.

(ii) A qualified purpose for a:

(1) Qualified School Construction Bond is the construction, rehabilitation or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the proceeds;

(2) Qualified Zone Academy Bond is a qualified purpose with respect to a qualified zone academy established by an eligible local education agency;

(3) Qualified Forestry Conservation Bond is one or more qualified forestry conservation purposes;

(4) New Clean Renewable Energy Bond is one or more qualified renewable energy facilities; and

(5) Qualified Energy Conservation Bond is one or more qualified conservation purposes.

The Bond Compliance Official shall review the qualified purpose of the applicable Tax Credit Bonds or Tax Credit Bonds (Direct Pay) to ensure compliance. Additionally, the Bond Compliance Official shall review the use of proceeds periodically to ensure continued compliance to spend 100% of the proceeds for the applicable qualified purpose.

c) Reserve Fund. The requirements of a reserve fund must be met, including the requirement that the yield on the reserve cannot exceed the discount rate determined on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on [www.treasurydirect.gov](http://www.treasurydirect.gov). The Bond Compliance Official shall review these requirements with bond counsel to ensure compliance and review this periodically to ensure continued compliance.

d) Maximum Term. The bonds cannot exceed the maximum term permitted for Tax Credit Bonds or Tax Credit Bonds (Direct Pay). The maximum term will be determined on the date the bonds are sold or on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on [www.treasurydirect.gov](http://www.treasurydirect.gov). The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

e) Financial Conflicts of Interest. The District must certify that all applicable requirements relating to conflicts of interest are satisfied. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

f) Irrevocable Election. To qualify the bonds as one of the applicable Tax Credit Bonds (Direct Pay), the District must make an irrevocable election to have the applicable Tax Credit Bond (Direct Pay) section apply and to have Section 6431(f)(3)(B) of the Internal Revenue Code (the “Code”) apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

g) Authorize District Board and Bond Compliance Official to Act. The authorizing resolution must authorize the District Board and Bond Compliance Official or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 6431(f) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as the applicable Tax Credit Bonds (Direct Pay) under the applicable Tax Credit Bond (Direct Pay) section and section 6431(f) to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

h) Filing for Subsidy. An 8038-TC will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after closing and included in the transcript of Tax Credit Bonds or Tax Credit Bonds (Direct Pay). For each interest payment under any Tax Credit Bonds (Direct Pay), the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed no more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Additionally, the Bond Compliance Official will discuss with bond counsel the requirements to appropriately reduce the amount of the credit and shall ensure that the amount of the credit requested is appropriately reduced for New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds on the 8038-TC and subsequent 8038-CPs.

i) De Minimis Premium. No Tax Credit Bond can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

j) Davis Bacon. If the District issues any New Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds, Qualified Zone Academy Bonds or Qualified School Construction Bonds, the District must comply with the Davis Bacon requirements. The Bond Compliance Official shall ensure that the District complies with these requirements and files required quarterly filings.

## **7. SPECIAL REQUIREMENTS FOR BUILD AMERICA BONDS (DIRECT PAY).**

If the District issues any Build America Bonds (Direct Pay), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the sales proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the sales proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) De Minimis Premium. No Build America Bonds (Direct Pay) (“BABs”) can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. In addition, the District shall review trading

information available at <http://www.emma.msrb.org> to monitor all trading activity up to the closing date of the bonds. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

c) Irrevocable Election. To qualify an issue as BABs, the District must make an irrevocable election to have Sections 54AA and 54AA(g) of the Code apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

d) Authorize District Board and Bond Counsel Official to Act. The authorizing resolution must authorize the District Board and Bond Counsel Official or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 54AA(g) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as Build America Bonds (Direct Pay) under Sections 54AA and 54AA(g) of the Code to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

e) Filing for Subsidy. An 8038-B will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after the closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed not more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Prior to closing, the District will determine to whom the credit payment will be sent and will obtain the necessary information to properly direct the payment.



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

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**DATE OF MEETING:**      **April 13, 2021**

**TITLE:**    **Approval of Employee Compensation and Pay Rates to be Effective on and after July 1, 2021**

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**BACKGROUND:**

Administration is presenting this agenda item to give the Governing Board an opportunity to consider employee compensation and pay rates beginning July 1, 2021 when Fiscal Year (FY) 2021-22 begins.

This agenda item has typically included a joint recommendation from the meet and confer compensation committee. Unfortunately, that committee was not able to come to a consensus on a compensation package by the end of March as outlined in Policy HD. Therefore, Administration is providing the Board with the following recommendations for a compensation plan for FY 2021-22 to permit the Board the opportunity to consider and approve employee compensation and pay rates to be effective on and after July 1, 2021:

1. Increase the base salary of all eligible District employees by 1.5%.
2. The salary increases described above are based upon a 1.0 FTE.
3. Pay a “301 Stipend” from Prop 301 funds received by the State of Arizona during FY 2021-22 to current employees who are eligible to participate in the District’s 301 Plan for School Year 2021-2022 in a lump sum amount to be determined when final weighted student count numbers are known. This is estimated to be approximately \$400 and shall be paid by the end of December 2021.
4. The District’s contribution to the employee benefit plan shall remain the same.
5. In the event that the District receives funding from Prop 208 that can be used for salaries, it is recommended that the meet and confer compensation committee be reconvened to develop a joint recommendation regarding those funds.

Below is a detailed explanation as to why Administration presents this recommendation. These provisions are in addition to the 3.0% increase in pay that was approved by the Governing Board on March 23, 2021 in the form of a retention stipend for next year. This equates to a 4.5% increase in FY 21-22 for all employees and even higher for 301 eligible staff.

**Explanation for Recommendation**

In Arizona, school district governing boards are solely responsible to determine employee pay. School boards may develop procedures for obtaining input on employee compensation and pay rates. However, the ultimate responsibility for employee pay always remains with the school district governing body.

***The Meet and Confer Process***

In the Amphitheater District, the Governing Board has approved Policy HD to establish a “meet and confer” process for employee input on compensation matters. Policy HD authorizes a group of employees representing the interests of non-administrative employees (the AEA team) to meet with a group of administrators representing the interests of the District (the District team) to meet as a committee to develop a joint recommendation for employee compensation for the next fiscal year.

Policy HD does not give away the Board’s right to set employee compensation and pay rates. It only delegates authority annually to the Superintendent to organize a joint meet and confer committee to work together, using a problem-solving process known as “Interest-Based Bargaining” (“IBB”), to develop a joint compensation recommendation for the Board’s consideration. The joint recommendation is vetted by employees before being



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considered by the Governing Board.<sup>1</sup> Each year, the Governing Board has the right to accept, reject or modify the joint recommendation of the meet and confer committee, or it can choose to use an entirely different process for determining employee compensation and pay rates.

### *Explanation of IBB*

The IBB process required by Policy HD is not the typical positional bargaining process that folks envision when picturing employee wage negotiations.<sup>2</sup> IBB is a collaborative process in which parties work together to find a “win-win” solution to resolve a concern. All meet and confer team members train on the IBB process annually. The training is provided by the Federal Mediation and Conciliation Service.

The IBB strategy focuses on developing mutually beneficial agreements based on the mutual “interests” of the parties.<sup>3</sup> Using the IBB process, the AEA team and the District team collaborate to resolve employee concerns by listening to gain an understanding of the other’s interests and then finding a resolution that serves the interests of both parties. Once the problem to be resolved is determined, each team identifies their interests related to the concern. The committee then works together to determine the mutual interests of the committee. Based on those mutual interests, the committee discusses viable solutions to resolve the concern. The committee must reach consensus on a proposed resolution in order for it to be presented to employees for feedback and then to the Governing Board for consideration.

A consensus vote requires a no “thumbs down” vote on the recommendation. The Federal Mediation and Conciliation Service training defines “consensus” as any of the following:

1. “I can say an unqualified ‘yes’ to the decision. I am satisfied that the decision is an expression of the wisdom of the group/participants.”
2. “I find the decision perfectly acceptable.”
3. “I can live with the decision; I’m not especially enthusiastic about it.”
4. “I do not fully agree with the decision and need to register my view about it. However, I do not choose to block the decision. I am willing to support the decision because I trust the wisdom of the group. I am at least 70% comfortable with it.”
5. “I am having difficulty buying this decision. I understand that I must explain why I am having difficulty (reasons, facts, concerns). In addition, I am obligated to offer alternatives or adjustments which the rest of the group finds acceptable. If I am unable to offer up alternatives or adjustments

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<sup>1</sup> Policy HD requires the joint recommendation to be given to employees for input first before being presented to the Board. In FY 2018-19, the AEA team did not send the joint recommendation to employees for input. After hearing frustration from employees about this, the Board reviewed Policy HD in FY 2019-20 and included a provision that expressly requires the joint meet and confer committee (the AEA team and the District team) to send the joint recommendation to employees for input before presenting it to the Board. This removed AEA’s sole authority to confirm for the Board that employees approved of the recommendation. Now, Policy HD ensures that all employees are given a chance to provide input on a joint recommendation from the meet and confer process and ensures that the recommendation truly represents the interests of non-administrative employees rather than just AEA members.

<sup>2</sup> IBB has been known to produce more satisfactory outcomes than traditional positional bargaining. Positional bargaining focuses on a “winner-take-all” approach that considers fixed or opposing viewpoints (aka positions), and it usually results in a compromise where both parties walk away unsatisfied or, worst-case-scenario, with no agreement at all. Whereas, parties who use IBB identify their mutual interests and then use those to help develop a win-win solution for everyone involved.

<sup>3</sup> The classic example of IBB is that of a dispute between two parties over a single orange. Both parties take the position that they want the whole orange. Using positional bargaining, the compromise may be to cut the orange in half and give each party one-half. However, by using IBB, each party must explain why it wants the orange -- what its interests are -- which may provide a different, win-win outcome. If one party really wanted to eat the meat of the orange while the other just wanted the peel to use in baking some cookies, both parties benefit by obtaining the full benefits that they seek from the orange, rather than just half.



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which are acceptable to the rest of the group, and even though I still have concerns, I will register those concerns within the group but support the group's decision publicly."

### ***Meet and Confer Timelines***

Policy HD sets the following timelines for the meet and confer compensation process, by stating:

- *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.*

Notably, the meet and confer teams reviewed Policy HD last year (FY 2019-20) and did not change these timelines. Reason being, employees have made it clear that they want clarity as to the amount of their salary before they are offered a contract to consider for the next fiscal year. Contracts generally need to be issued by the end of April to provide the requisite 15 business days for acceptance identified in A.R.S. § 15-538.01. Thus, to provide this clarity, the meet and confer process generally needs to complete in March to enable sufficient time for the joint compensation committee to gather employee input on the joint recommendation before presenting to the Governing Board for consideration at its regular April Board meeting set to occur on the second Tuesday in April.

### ***Steps to Take When There is No Joint Recommendation before the Timeline Ends***

Although the Board has Policy HD in place to assist with development of a compensation plan for the following school year, a joint recommendation is not mandatory for the Board to approve a compensation package for employees for FY 2021-22. As explained above, the determination of employee pay rests solely with the Governing Board through Arizona state statute. See A.R.S. § 15-341. This is specifically noted in Policy HA (Meet and Confer Goals), which states, "*The Governing Board, under law, has the final responsibility of establishing policies for the school system.*"

If the compensation committee is unable to provide a joint recommendation by the end of March, the Board can take action to establish employee compensation and pay rates for next fiscal year through any other means that it wants to pursue. The options available to it include an option to establish employee compensation and pay rates on its own, direct the joint committee to continue meeting until it is able to provide a joint recommendation, or use a different process for gathering employee input.

### ***What Happened in Meet and Confer This Year***

In an effort to comply with the timelines in Policy HD, the joint compensation committee stayed later than usual on March 30 in hopes of attaining consensus on compensation recommendation for the Board. The teams spent hours discussing several potential compensation options, but they were not able to reach consensus on any single option.

#### ➤ Identifying the Problem

This year, the teams defined the problem to be solved as: "*How will new and unencumbered M&O funds, that may be received from the State of AZ, be spent?*" Employees were told in the pre-compensation committee survey that the teams would be working to solve this problem and their input was requested on potential solutions.

#### ➤ Consideration of Employee Input

The employees responded by listing their two highest priorities for spending options:

1. Maintain/Decrease Costs Paid by Employees for Insurance
2. Percentage salary raise (all employees get the same percentage raise regardless of years of employment)



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Because not every employee qualifies to receive and/or elects to receive the District's insurance benefits, decreasing the costs of employee benefits does not have an effect on every District employee.

➤ Determining Mutual Interests

The teams then worked to identify their mutual interests to be able to solve the problem before them. The teams developed the following mutual interests:

- Attracting and retaining students
- Valuing all employee groups
- Attracting and retaining employees
- Retaining experienced staff

➤ Identifying Options

The teams considered a variety of options to address the problem. The development and discussion of options took place over several meetings.

➤ Application of Standards

The joint compensation committee consists of 12 voting members and 4 facilitators. The facilitators assist the voting members through the process, but do not vote. Thus, at least 7 committee members need to vote in favor of an option in order for it to be considered for a consensus vote.

After much discussion and valiant work by the facilitators, the committee attained a majority vote for a single option. This enabled the facilitators to review that option against the standards that were previously agreed to by the teams. The option would not be allowed to be considered for a consensus vote unless it satisfied every standard by majority vote as well. The standards agreed to by the joint committee members were:

1. Is it a decision based off of what is best for our students in Amphitheater?
2. Is it fiscally responsible?
3. Is it legal?
4. Does it satisfy the mutual interests?

➤ Consensus Vote

Once the option that received the majority vote was approved as satisfying the standards, it was put to the teams for a consensus vote. After much discussion by the teams, and hard work from the facilitators, the teams were not able to reach consensus (meaning a unanimous "thumbs up" vote) on this option.

### ***Did the Committee Reach an Impasse***

Normally, the IBB process would require the facilitators to send the teams back out to do additional research in an effort to find a solution to the problem. Because IBB is different from positional bargaining, the teams are supposed to continue working until a solution is developed. There is no "impasse" as that word is usually defined in traditional employee/management bargaining since an "impasse" denotes a positional stance. IBB is the opposite where the parties avoid taking positions.

However, with the Policy HD deadline looming, the teams agreed that they would not be able to reconvene before the end of March. They decided, instead, to permit the Governing Board to address employee compensation and prepared a communication to employees to advise them as such.

### ***How did Administration Arrive at Its Recommendation***

When the joint meet and confer compensation committee determined not to continue working toward a joint recommendation, the District team agreed that Administration would recommend the single option that attained a majority vote from the committee members. This is the option that Administration is now recommending to the Governing Board.



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The one caveat to this is that the state notified school districts about their estimated Prop 301 funding for FY 21-22 on March 31, after the meet and confer process ended. Rather than recall the teams to discuss this funding source, the District is recommending that the Board distribute the funding as appropriate to eligible employees without reserve. There are legal limitations to the use of these funds so the distribution must be limited to the employees eligible to receive it consistent with the District's 301 Plan.

***Anticipated Costs of the Recommended FY 2021-22 Compensation Package***

The funding required for the compensation changes proposed by Administration exceeds the anticipated new funding provided through the state budget by approximately \$500,000. Nevertheless, Administration recommends that the Governing Board proceed with the proposal because it addresses necessary wage adjustments critical to continued District operations and focuses on a primary goal of the employees identified through the pre-compensation survey. The District can address these additional costs through other budgetary changes without having to go through the Reduction in Force process set forth in Board Policies GCQA and GDQA, or make any significant departmental or programmatic changes. The recommended increase allows the District to maintain "status quo" for the next year while offering a base salary increase to all employees and addressing the needs of our students, families and communities.

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**RECOMMENDATION:**

Administration recommends that the Governing Board approve an increase to base wages for all eligible returning employees (except the Superintendent) in the amount of 1.5% to be effective July 1, 2021. In addition, approve the one-time 301 Stipend for eligible employees as indicated on page one of this agenda item.

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:

**Amphitheater Education Association  
Professional Staff Team**

Ann Bonar  
Fabienna "Nina" Godlewski  
Emily Irwin-Stazenski  
Brianna Ronnie - Facilitator

**Amphitheater Education Association  
Support Staff Team**

Jimmy Harper  
Michael Meridieth  
Robert Wacker  
Lisa Millerd - Facilitator

**District Professional Staff Team**

Michael Bejarano  
Carol Tracy  
Michelle Tong  
Tassi Call - Facilitator

**District Support Staff Team**

Jim Burns  
Angela Wichers  
Chris Trimble  
Chris Gutierrez - Facilitator

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**INITIATED BY:**

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

**Date: April 7, 2021**

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



# Compensation Recommendation for FY 2021-2022





# Recommended Compensation Plan



1. Add 1.5% to base pay of qualified employees
2. Pay a “301 Stipend” to employees eligible through the District’s 301 Plan for the 2021-22 school year
  - *Stipend amount to be determined once final weighted student count numbers are known - estimated at approx. \$400<sub>282</sub>*
  - *Stipend to be paid as a lump sum amount by December 31, 2021*
3. Maintain the District’s current contributions for employee benefits
4. Reconvene the joint meet and confer compensation committee if the District receives Prop 208 funds that can be used for FY 22 salaries

# 4.5% Increase for Employees For Fiscal Year 2021-2022

Recommended 1.5% increase to base wages\*

+

3% Retention Stipend approved by Governing Board on March 23

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**Total Wage Increase of 4.5% for Fiscal Year 2021-2022**

283

*\*For Teachers – an additional approx. \$400 for the 301 Stipend (approx. 0.8%)*

# How did Administration Arrive at This Recommendation?

- Identified through the meet and confer process by majority vote from the committee
- Meets employee goals identified in the pre-compensation survey
- Maximum percentage increase that the District can give from M&O based on projected enrollment for next year to give all employees the same % increase without reducing jobs or cutting programs
- Allows the District to remain competitive for hiring of teachers and staff

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# Meet and Confer Compensation Option That Received a Majority Vote

1.5% raise for all employees

+

Reconvene if Prop 208 funds  
become available for salaries

285

*Administration added recommendation of Prop 301 Stipend  
since the state gave that information after meet and confer ended*



# Employee Goals for FY 22 Compensation Plan

1. Maintain/decrease costs paid by employees for insurance
2. Percentage salary raise (all employees get the same percentage raise regardless of years of employment)

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# Financial Feasibility of Recommendation



- Uses the available 1.22% increase from state inflationary funds (Prop 123) to provide increase for employees
- Does not hold back increases to state M&O funding for other purposes
- Exceeds the new M&O funds received from the State by approximately \$500,000
- Uses some of the District's budget balance carry forward

# Factors Considered when Developing the Recommendation

- Respect for employees after a long, hard year
- Honor the Governing Board's 3% retention stipend approved March 23
- Employees deserve to know what to expect for next school year
- Timing of contracts needing to be issued does not warrant a return to meet and confer process
- Remain competitive for hiring of employees

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# Other Important Considerations

- M&O Budget has a finite amount of money from the state
- Other funding sources are not reliable source of income for salary increases
- Restrictions on use of federal ESSER funds





# Competitive Wages



- District must remain competitive to continue to provide the same level of service to students
- The amount of funding from the state is based on a formula consistently applied to all public school districts
- Must compete statewide with school districts that receive additional sources of income available to be used for salaries and those who did not experience enrollment decreases like Amphitheater Public Schools <sup>290</sup>
- Hiring quality staff is important goal because it provides a significant benefit to students and continues operations for the District
- In a year where there is additional federal funding coming in, District has the option to use M&O funds to remain competitive in hiring, despite student enrollment losses

# Would be the Largest Full Employee Raise in 15 years (If Approved)

FY 06	Step Movement (2%)
FY07	Step Movement (2%) + Schedule Increase (2%)
FY08	Step Movement (2%) + Schedule Increase <ul style="list-style-type: none"> <li>Classified Schedule (4%)</li> <li>Certified Schedule (2.5% - 3.5% gradient)</li> </ul>
FY09	Step Movement (2%)
FY10	No Change
FY11	No Step Movement + Schedule Reduction (reversed later)
FY12	Minor Schedule Increase to address ASRS contribution increase
FY13	Step Movement (2%) + Schedule Increase (1%)
FY14	Step Movement (2%) + Schedule Increase (1%)
FY15	Step Movement (1.4%)
FY16	One time COLA 1.59% given at the end of each semester
FY17	Step Movement (2%) + Schedule Increase (1.6%)

FY18	No Step Movement & Schedule Increase (1.37%) Teachers - \$390 Classroom Site Fund stipend
FY19	<b>Classroom Teachers:</b> \$3,600 increase <b>Hourly Staff:</b> 55 cents per hour increase if earning at least \$11.00 per hour; hourly employees earning below \$11.00 per hour received the minimum wage increase in Jan. 2019 <b>Professional Non-teaching:</b> \$1,500 increase <b>Admin:</b> \$1,500 increase
FY20	<b>Classroom Teachers:</b> 2.25% increase + 1.23% increase from remaining funds after one-time longevity stipend paid as stated below <b>One-Time Longevity Stipend for Qualified Teachers:</b> \$500 for 6-14 years of service; \$1,000 for 15+ years of service <b>Hourly Staff:</b> 2.25% increase; and eligible classified/support staff employees earning above \$12.00 per hour (after applying the 2.25% increase) by an additional one (1) percent, to address the minimum wage compression. <b>Professional Non-teaching:</b> 2.25% increase <b>Admin:</b> 2.25% increase
FY21	<b>Teachers:</b> \$2,300 flat increase <b>Hourly Staff:</b> 2% increase <b>Professional Non-teaching:</b> 2% increase <b>Admin:</b> 2% increase
FY 22	3% retention stipend (paid in 2 lump sum payments) + *1.5% increase for qualified employees + *301 Stipend (approx. .8%) for 301 Plan Teachers
	*If approved by Governing Board on 4/13

