

Final Posting: Monday, April 11, 2022 at 4:15 p.m.

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

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

**Tuesday, April 12, 2022**

**6:00 PM**

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

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

*As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. This meeting will also be audio streamed live for the public online. The link for the meeting will be posted on the District's website, [www.amphi.com](http://www.amphi.com).*

*Persons present at the Board meeting may complete a form requesting to speak to the Board. Individuals who wish to address the Board in-person during Call to the Audience should fill out a public comment card and hand it to the Governing Board Secretary located in the main hallway of the Leadership and Professional Development Center. All comments are limited to 3 minutes to ensure an equitable opportunity to address the Board. In addition, to ensure adequate time is available for other Governing Board business, a maximum time limit for Public Comment will be observed. Those unable to speak within the specified time limits may also submit comments to the Board in writing.*

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

<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.

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

Ms. Vicki Cox Golder, President

**2. PLEDGE OF ALLEGIANCE**

Walker Elementary School Students

**3. RECOGNITION OF STUDENT ART**

Walker Elementary School Students

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

Tuesday, April 26, 2022 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.

**5. RECOGNITIONS**

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B. Recognition of 2022 Amphitheater Middle School Girls Basketball Team	16
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D. Recognition of Ironwood Ridge High School Superintendent's Student Advisory Council	18
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**6. INFORMATION<sup>2</sup>**

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**7. PUBLIC COMMENT<sup>1</sup> (45 Minutes Maximum)**

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

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O. Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Central Plant 2 Hot Water Line Repairs - Assessment	142
P. Approval of School Facilities Oversight Board (SFOB) Grant for Canyon del Oro High School Roof Replacement PH II Change Order	152
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S. Approval of Amendment to Intergovernmental Agreement with Pima County approved on May 12, 2021 and a New Intergovernmental Agreement with Pima County to Fund Preschool Classes at 10 Schools	173
T. Approval of Out of State Travel	206
<b>9. <u>ACTION</u></b>	
A. Resolution Recognizing the Special Contributions of Educational Support Personnel	211
<b>10. <u>PUBLIC COMMENT</u><sup>1</sup> (45 Minutes Maximum)</b>	
<b>11. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u></b>	
<b>12. <u>ADJOURNMENT</u></b>	

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at [www.amphi.com](http://www.amphi.com), and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.

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

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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Recognition of 2022 Odyssey of the Mind World Teams

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**BACKGROUND:**

Odyssey of the Mind is an international competition that provides creative problem-solving opportunities for students from kindergarten through college. Amphitheater Public Schools continues to be the top district in participation and achievement in the Arizona Odyssey of the Mind program.

Team members apply their creativity to solve problems such as creating a vehicle to complete tasks within a room and eventually escape the room, creating a self-replicating environmental threat and a solution for resolving the threat and writing and performing a musical to tell the story of a historic figure.

This year, seven teams earned the right to compete during World Finals being held at Iowa State University, May 25-29, 2022. The following students and their coaches are to be commended for their dedication and high level of accomplishment in this academic competition.

**Rio Vista Elementary School Coordinator:**

Stephanie Quimby-Greene

**Rio Vista Elementary School Odyssey Classics**

**Team**

1<sup>st</sup> Place, Division 1

1<sup>st</sup> Place, Odyssey Angel Project

**Coach:** Stephanie Quimby-Greene

**Team:**

Cassy Sennett

Milan Davila-Stockstill

Cora Jernigan

Myra Fobes

Angelo Fobes

Rasheed Hall

**Innovation Academy Odyssey Technical Team**

Second Place, Division 1

**Coach:** Cris Gosz

**Team:**

Liam Gosz

Avery Gremhawski

Abigail Barrett

Ella Fendrick

Valentina Dora

River Stacy

Elliott Seminario

**Innovation Academy Odyssey Classics Team**

Second Place, Division 1

**Coach:** Patricia Patchin

**Team:**

Morgan Friezen

Natalie Jacobs

Mila Madeka

Austin Chen

Kacie Walker

Vincent Poyas

Lily Vincent

**Innovation Academy Coordinator:** Lori LaRuss

**Innovation Academy Odyssey Vehicle Team:**

2<sup>nd</sup> Place, Division 1

**Coach:** Pamela Barrett

**Team:**

Zophia Pershing

Quinn Schelper

Carmen Schlappi

Grayson Barrett

Frankie Mendez

Owen Wheatley

Ella Taliaferro

**Canyon del Oro Coordinator:** Lisa DaDeppo

Liam DaDeppo  
Eli Moser  
Konnika Richards  
Pennilyn Richards  
Lake Laos

**Canyon del Oro High School Odyssey Classics  
Team**

First Place Division 3

**Coach:** Jenny Basye

**Team:**

Makenna Webster  
Gabriel Thapa  
Sophia Smith  
Aileen Islas  
Nikki Basye

**Canyon del Oro High School Odyssey  
Performance Team**

1st Place Division 3

**Coaches:**

Amanda Champion  
Lisa DaDeppo

**Team:**

Lewis Calvin  
Sarah Champion  
Jessica Lassiter  
Enari Barraza Roche  
Caysea Cordell  
Taylor Rah

**Canyon del Oro High School Odyssey Structure  
Team**

3rd Place Division 3

**Coaches:** Leann Calvin

Lisa DaDeppo

**Team:**

Kaylynn Calvin

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**RECOMMENDATION:**

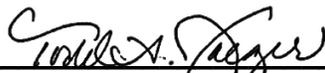
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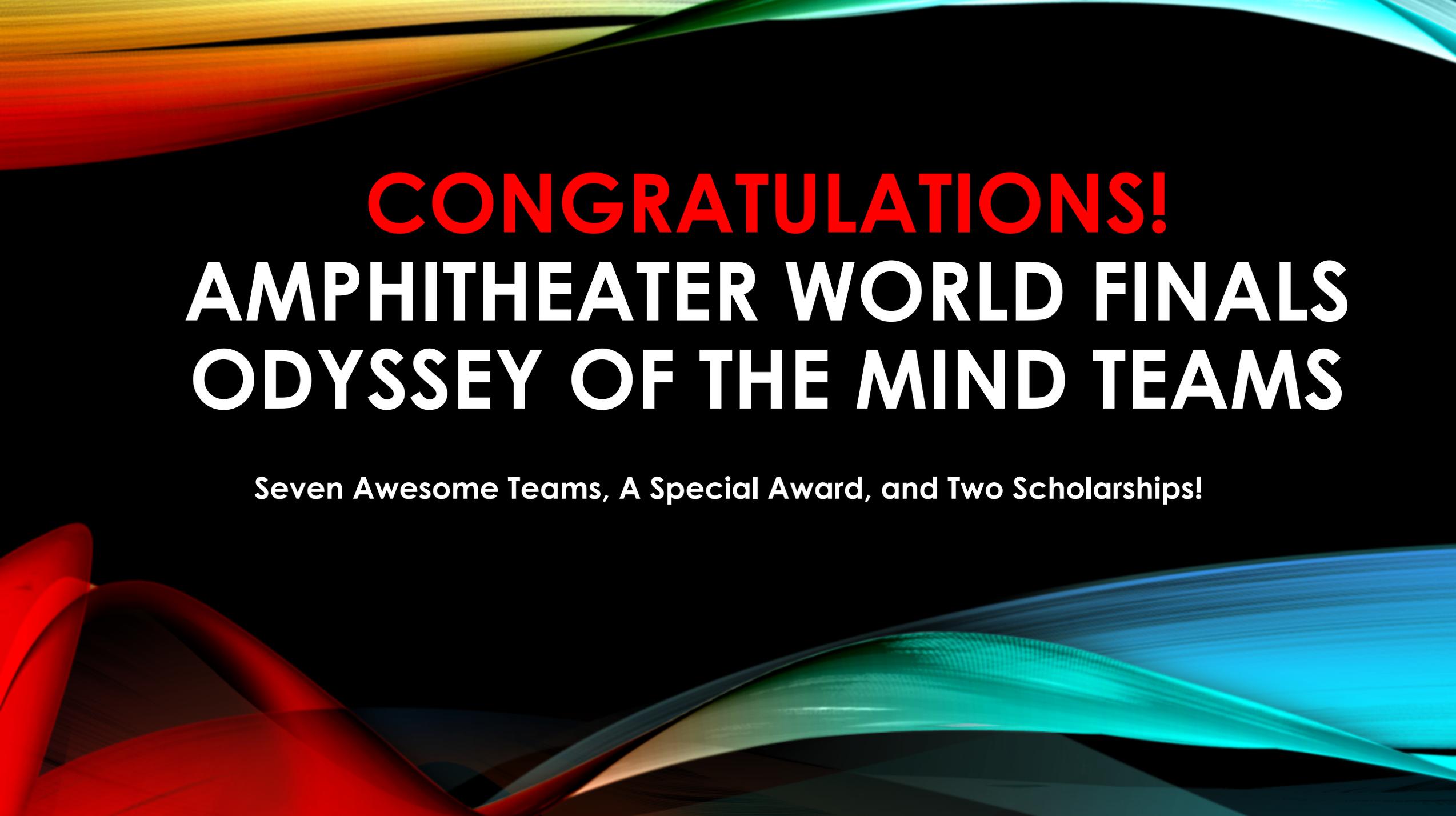
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**INITIATED BY:**

  
Michelle Valenzuela, Communications Director

Date: April 4, 2022

  
Todd A. Jaeger, J.D., Superintendent



**CONGRATULATIONS!**  
**AMPHITHEATER WORLD FINALS**  
**ODYSSEY OF THE MIND TEAMS**

Seven Awesome Teams, A Special Award, and Two Scholarships!



**CONGRATULATIONS!**

**Amphitheater Odyssey of the Mind Teams and Coaches**

For your persistence and determination to work creatively and collaboratively  
to create solutions.

**You are amazing!**

# INNOVATION ACADEMY - VEHICLE TEAM

## 2<sup>ND</sup> PLACE

### Coach:

- Pamela Barrett

### Team:

- Zophia Pershing
- Quinn Schelper
- Carmen Schlappi
- Grayson Barrett
- Frankie Mendez
- Owen Wheatley
- Ella Taliaferro



# INNOVATION ACADEMY - TECH TEAM

## 2<sup>ND</sup> PLACE

### Coach:

- Cris Gosz

### Team:

- Liam Gosz
- Avery Grembowski
- Abigail Barrett
- Ella Fendrick
- Valentina Dorn
- River Stacy
- Elliott Seminario



# INNOVATION ACADEMY - CLASSICS TEAM 2<sup>ND</sup> PLACE

## Coach:

- Patricia Patchin

## Team:

- Morgan Friezen
- Natalie Jacobs
- Mila Madeka
- Austin Chen
- Kacie Walker
- Vincent Poyas
- Lily Poyas





# RIO VISTA- CLASSICS TEAM 1<sup>ST</sup> PLACE & ANGEL PROJECT WINNER

## Coach:

- Stephanie Quimby-Greene

## Team:

- Cassy Sennett
- Milan Davila-Stockstill
- Cora Jernigan
- Myra Fobes
- Angelo Fobes
- Rasheed Hall



# CANYON DEL ORO H.S. – PERFORMANCE TEAM – 1<sup>ST</sup> PLACE

## Coaches:

- Amanda Champion
- Lisa DaDeppo

## Team:

- Lewis Calvin
- Seth Champion
- Jessie Lassiter
- Eneri Barraza Rocha
- Caysea Cordell
- Taylor Rayl



# CANYON DEL ORO H.S. – STRUCTURE TEAM

## 3<sup>RD</sup> PLACE

### Coach:

- Leann Calvin

### Team:

- Liam DaDeppo
- Eli Mosher
- Konnika Richards
- Pennilyn Richards
- Kaylynn Calvin – AZOM Scholarship award



# CANYON DEL ORO H.S. – CLASSICS TEAM – 1<sup>ST</sup> PLACE

## Coach:

- Jenny Basye

## Team:

- Makenna Webster
- Gabriel Thapa
- Sophia Smith – Angel Award Artist
- Aileen Islas
- Nikki Basye – AZOM Scholarship Award  
- Angel Project Developer



**GOOD LUCK AT WORLD FINALS!!!!**





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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Recognition of 2022 Amphitheater Middle School Girls Basketball Team

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**BACKGROUND:**

The Amphitheater Middle School Girls Basketball Team went undefeated for the entire regular season. They competed in the Northwest League tournament, earning their way to the championship game and finishing in second place.

**Team Members:**

Angelia Aguilar  
Leila Al-Mutawa  
Tiana Boone  
Destiney Brown  
Isabella Espinoza  
Alexis Godoy  
Habiba Mohamed

Britney Rivera  
Arella Sinohui  
Jocelyn Tubac  
Monica Verrett  
Scionna Vital  
Ajak Wol Aguilar

**Coach:**

Julius Hernandez

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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 4, 2022

Todd A. Jaeger, J.D., Superintendent



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

**DATE OF MEETING:**      **April 12, 2022**

**TITLE:**    **Recognition of Amphitheater Middle School’s Mighty Mentors**

**BACKGROUND:**

The Mighty Mentors is a volunteer group through Pantano Christian Church that “adopted” Amphitheater Middle School’s sixth-grade AVID class taught by Brenda King. The mentors visit the class on Mondays to support, encourage and guide students through social emotional activities and discussions.

They have made a positive impact on students. Here are some statements from some of the sixth graders and their teacher:

- “The Mentors make my Mondays, and I HATE Mondays!” -- Raena
- “The Mentors never judge us. They care for us.”-- Michelle
- “You make me want to come to school on Mondays. You make me happy.” -- Adrian
- “I like that they support us by encouraging us to be better.” -- Queen
- “The Mighty Mentors are so sweet. I am so glad they are in my life!” -- Melody
- “What a blessing to Amphi Middle School. These Mentors provide structure and guidance through love, consistency, and patience. Both the students and I are very grateful for the relationship we have built this year.”-- Ms. King

In addition to their Monday commitment, the Mighty Mentors have donated time, labor and resources to the school, including landscaping, a free portable library and support for AVID Nights and the school-wide Field Day food and drinks.

**The Might Mentors**

Bobbie Adkins

Robbie Borth

Faye Chandler

Sherry Daughtry

Haneef Elfaki

Evelyn Fretz

Jim Fretz

Kelsey Linares

Jeff Love

Rose Mardula

Julie Palacios

Patrick Smothers

**RECOMMENDATION:**

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

**INITIATED BY:**

Michelle Valenzuela, Communications Director

Date: April 4, 2022

Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:**      **April 12, 2022**

**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 provide 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:

Sage Garcia  
Bennett Whitaker  
Sierra Wayment  
Kayla Spahr

Rachel Barriga  
Kate Cherrington  
Alenzia Frederick  
Robyn Stephens

Kennedy Blanchard  
Daymon Dumlao  
Alli Sams  
Danny Parra Jr.

Charlie Richards  
Finley Korn  
Noah Morrison  
Grace Chen

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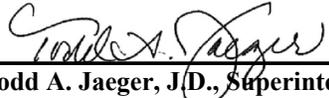
**RECOMMENDATION:**

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

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**INITIATED BY:**

**Date: March 30, 2022**

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



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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Presentation of Distinguished Service Awards

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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:

- Shelle McConnell, Records Specialist, Student Services
- Liesl Scheffel, Math Intervention Teacher, Coronado K-8 School

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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**Matthew Munger**  
Associate Superintendent for Secondary Education

**Date: March 25, 2022**

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



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE: Recognition of Winner of Presidential Awards for Excellence in Mathematics and Science Teaching**

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**BACKGROUND:**

Robyn Yewell, fifth-grade teacher at Harelson Elementary School, was named a recipient of the Presidential Awards for Excellence in Mathematics and Science Teaching, a prestigious honor that recognizes the dedication, hard work and importance of the role that teachers play in supporting learners who will be future STEM professionals.

The Presidential Awards for Excellence in Mathematics and Science Teaching (PAEMST) is the highest recognition that a kindergarten through 12th grade science, technology, engineering, mathematics, and/or computer science teacher may receive for outstanding teaching in the United States.

According to the Presidential Awards organization, teachers who earn this award reflect the expertise and dedication of the nation's teaching corps, and they demonstrate the positive impact of excellent teachers on student achievement.

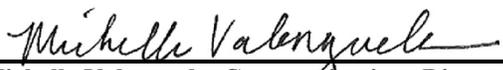
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**RECOMMENDATION:**

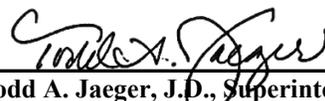
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**INITIATED BY:**

  
Michelle Valenzuela, Communications Director

Date: March 28, 2022

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Oro Valley Town Update

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**BACKGROUND:**

Oro Valley Councilmember Joyce Jones-Ivey will present an update on the Town of Oro Valley. Ms. Jones-Ivey is the council liaison to the Amphitheater School District.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

**Date:** March 25, 2022

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



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

---

**DATE OF MEETING:** April 12, 2022

**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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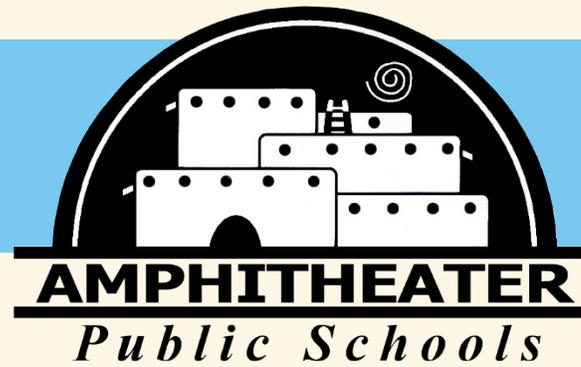
**INITIATED BY:**

**Date:** March 30, 2022

A handwritten signature in black ink that reads "Todd A. Jaeger".

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Todd A. Jaeger, J.D., Superintendent



April 12, 2022

23

# Superintendent's Report





# Around the Schools



This is CTE! At left, Registered Nurse and Ironwood Ridge High School instructor, Karen Brown's premiere Nursing Assistant students took their final written exams, and all students passed with flying colors. They are now signing up for their state testing. Upon passing the state testing, students will leave Ironwood Ridge High School with an LNA Certification.

At right, Mr. Ronstadt's Construction students at Canyon del Oro High School (CDO) are busy creating several items: rafters, storage boxes for architecture panels and jewelry boxes for our Amphi Foundation Gala Student Showcase.



# Around the Schools



This is also CTE! At left, Engineering students at Ironwood Ridge High School and CDO were tasked with building two-person boats based on certain criteria, including size and materials, and competed in a race at the Oro Valley Aquatic Center. Some floated, some sunk and everyone had a great time with this hands-on project.

At right, Early Childhood Education students and Culinary Arts students at CDO joined together at the school's preschool to teach the little ones about tacos, including spicy vocabulary words and charting and graphing the best things about tacos.



# Around the Schools



Oro Valley Mayor Joe Winfield visited students at Innovation Academy recently, after students from Ms. Rivera's class asked him to speak about local governments. Thank you, Mayor!

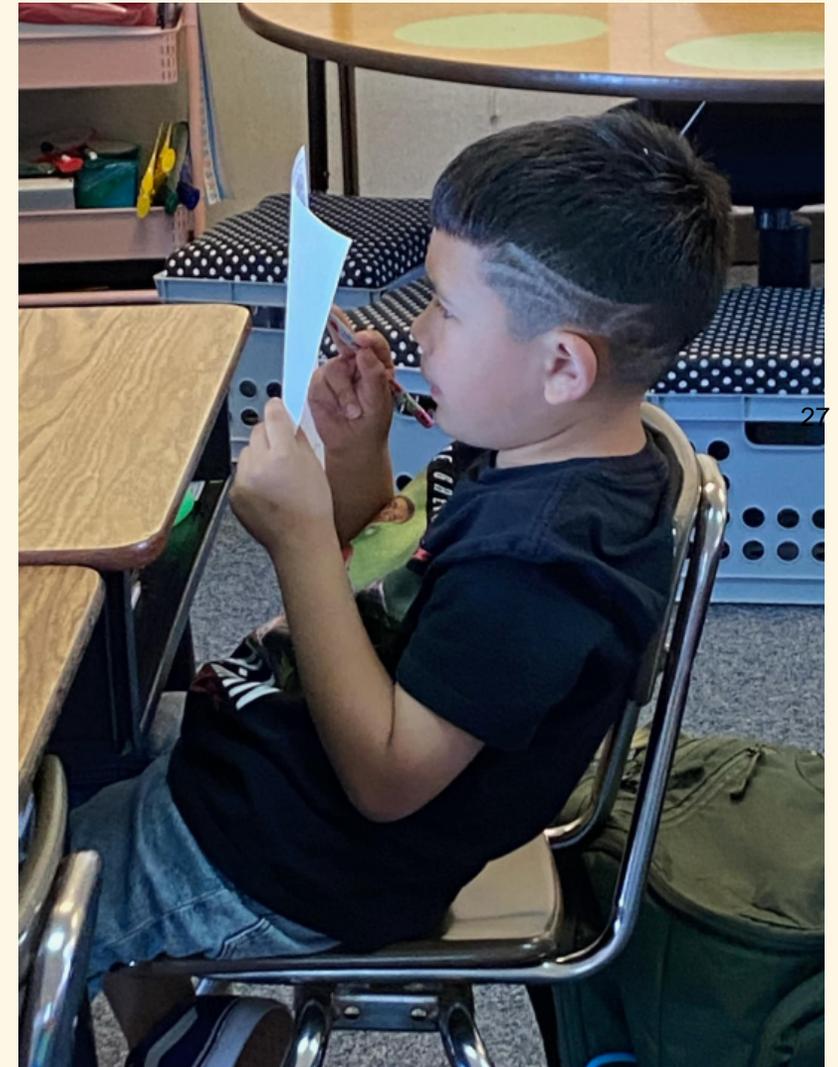
At center and right, Innovation kindergarteners showed some kindness to their third-grade reading buddies. The kindergarteners made survival kits and wrote notes to their buddies, who were getting ready to take their state writing tests.



# Around the Schools



Students at Keeling Elementary School had quite an April's Fools Day. They had a visit from Spider-Man and enjoyed a fantastic Eegees surprise. Plus, first-grade teachers played an excellent April Fool's prank on their students, who tried and tried to complete word searches with no words to find!





# Around the Schools



Field trips are back! Students from schools around the District are learning through doing with visits to places like the Arizona-Sonora Desert Museum, the Liberty Festival, Sabino Canyon and more. Above, a group from Donaldson Elementary School visits the zoo.



Scholars at Prince Elementary School brought the desert inside by creating dioramas during a STEM lesson. The projects had to include six different animals, three different plants, three different land features, and one way to show the weather to represent the Sonoran Desert.



# Thank You



The Amphi Foundation held two more "Life Beyond the Books" events this week, this time at Coronado K-8 and Cross Middle School. Eighth-graders learned important life skills such as first aid, fitness, stress management, crime prevention, hand-tool usage, how to change a tire, basic budgeting and leadership skills. Thank you to the Foundation and the career professionals who take their time to work with our students.



# Upcoming Event



One more reminder before the big day! The Amphi Foundation's annual gala is back this year. The event is a key fundraiser for the Foundation, which is an incredible support and resource for our schools in three key areas: Student preparedness, innovative learning spaces, educator support and opportunities<sup>30</sup> for students to become Career, College and Community ready.

The Foundation has invested more than \$1 million in Amphi schools over the past 5 years.

You can help by attending the Amphi Foundation Gala. Tickets are available at [amphifoundation.org](http://amphifoundation.org).



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

---

**DATE OF MEETING:** April 12, 2022

**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 State of Arizona School Facilities Oversight Board, ESSER and Bond Funding.

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**RECOMMENDATION:**

For information and discussion only.

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**INITIATED BY:**

A handwritten signature in black ink, appearing to read "Richard C. La Nasa".

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Richard C. La Nasa, Executive Manager, Operational Support

Date: April 4, 2022

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

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Todd A. Jaeger, J.D., Superintendent

**Status of Construction Projects**  
**4/12/2022 Governing Board Meeting**

President Cox Golder, 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 SFOB, Bond and ESSER funding.

**AHS:**

**Bond Projects**

Cafeteria HVAC Replacements – 98% Complete \$140,691



**ESSER Projects**

HVAC Improvements

-Student Center/Bookstore – 7 Zone RTU \$302,026

-Fall Break Project

- 100 & 200 Wing Classroom Fan Coil Replacements
- Bid Phase
- Bldg. DN HVAC Improvements – Design \$31,795

**SFB Projects**

- CP #3 Hot Water Line Replacement Design \$13,315
- Grant Request Submitted

- 300 Wing – Structural Repairs Construction \$457,214
- Grant Request Submitted

- Campus Roof Assessments PH I, East Campus \$8,085
- Grant Request Submitted

- CP # 2 Hot Water Line Leak Assessment \$10,000
- Grant Approved

**CDO:**

**Bond Projects**

- East Parking Lot Reconstruction \$566,249
- Summer Project

- Main Central Plant Renovation \$714,157
- Summer Project

- Fire Alarm System Inspection & Evaluation – Complete \$12,000

**Adjacent Ways Projects**

- East Parking Lot Fire Lane Reconstruction \$164,154
- Summer Project

**ESSER Projects**

- Building E HVAC Replacement – Summer Project \$83,370

North Gym HVAC Improvements Design – 60% Complete \$57,540

**SFB Projects**

Campus Roofing Phase II – Complete \$2,398,313  
- Building IE Fascia Replacement \$19,573  
- Grant Request Submitted

**IRHS:**

**Bond Projects**

Irrigation Well Design \$58,538  
  
Cooling Tower #1 Replacement – 90% Complete \$147,023



Locker Room Improvements – 98% Complete	\$119,058
<b><u>ESSER Projects</u></b>	
CP Chiller Replacement Design – 90% Complete	\$27,450
<b><u>SFB Projects</u></b>	
Weatherization FA & GYM – 10% Complete	\$270,200
Weatherization Assessment Academic Buildings - PO Issued	\$6,020

**AMS:**

**Bond Projects**

Building 800 HVAC Improvements – Structural Review Complete

**ESSER Projects**

Building 300 HVAC Improvements – Structural Review Complete

Campus HVAC Controls Upgrades – Materials Ordered \$107,143

**Copper Creek:**

**Bond Projects**

HVAC Fan Coil Improvements – Summer Project \$128,922

Fire Alarm System Inspection & Evaluation \$2,500  
- Summer Project

**ESSER Projects**

Campus HVAC Controls Upgrades – Summer Project \$266,806

**SFB Projects**

MPR Roof Replacement – Grant Request Submitted \$587,299

**Coronado:**

**Bond Projects**

Building A, E, H & J Roof Coating – Summer Project                      \$104,308

**Cross:**

**Bond Projects**

Cafeteria HVAC RTU Replacements – Units Ordered                      \$27,474

**ESSER Projects**

Building 600 HVAC Improvements – Bid Phase

**SFB Projects**

Campus Roof Replacement    \$4,075,000

    Bldg H – Shingle tear off & dry in 100% Complete

    Bldg G – Shingle tear off & dry in 50% Complete



**Donaldson:**

**ESSER Projects**

Building D HVAC Improvements – Structural Review Complete

**Harelson:**

**ESSER Projects**

Building A HVAC Improvements – Structural Review Complete

**SFB Projects**

Funhouse Weatherization – 75% Complete \$74,500



**Holaway:**

**Bond Projects**

Front Office Single Point of Entry Design – 30% Complete \$6,100

**ESSER Projects**

Buildings G, F & E HVAC Improvements – Units Ordered \$340,785

**SFB Projects**

Nurses Office Sewer Repairs – Complete

\$21,091





**Innovation:**

**Bond Projects**

Security Fence Upgrades – Bid Phase

Fire Alarm System Inspection & Evaluation - Summer Project	\$2,500
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**Keeling:**

**Bond Projects**

Building A – HVAC Replacements – Units Ordered	\$72,412
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**ESSER Projects**

Buildings D, E & F HVAC Improvements  
– Structural Review Complete

**La Cima:**

**Bond Projects**

Campus PA & Clock improvements – 85% Complete \$85,624

MPR Kitchen HVAC Replacement – Unit Ordered \$49,970

**ESSER Projects**

Central Plant Chiller Replacement Design \$26,850

MPR HVAC Replacement – Structural Review Complete \$3,000

**Mesa Verde:**

**Bond Projects**

Parking Lot Improvements \$18,197

Fire Alarm System Inspection & Evaluation \$2,500  
- Summer Project

**Adjacent Ways**

Bus Loop Paving Replacement – Complete \$42,171



**ESSER Projects**

Buildings C & F HVAC Improvements – Units Ordered \$341,194

**SFB Projects**

Campus Roof Replacement Re-Bid \$1,601,623  
- Grant Amendment Submitted

**Nash:**

**Bonds Projects**

Building F & G HVAC Replacements - Summer Project \$74,800

Building D HVAC Improvements – Bid Phase

**ESSER Projects**

Building H HVAC Improvements – Bid Phase

**Painted Sky:**

**Bond Projects**

Fire Alarm System Inspection & Evaluation \$2,500  
- Summer Project

**ESSER Projects**

HVAC Replacement Classrooms 114,115 & 116 \$43,903

**SFB Projects**

Fire Alarm Replacement Assessment \$2,058

**Prince:**

**Bond Projects**

New Playground Equipment \$74,348

Building C IDF HVAC Replacement – Unit Ordered \$7,795

**ESSER Projects**

Building C HVAC Improvements Design – 60% Complete \$51,550

**SFB Projects**

Classroom 19 HVAC Replacement Structural Complete \$1,380

**Rillito:**

**Bond Projects**

Pool Re-Plaster, ADA Ramp & courtyard improvements \$87,454  
- Summer Projects

**SFB Projects**

Buildings A & D Weatherization \$29,088  
- Grant Request Submitted

**Rio Vista:**

**Bond Projects**

Activity Gym HVAC Replacement – Summer Project \$32,584

**ESSER Projects**

Building C Multizone AC Replacement – Bid Phase

**Walker:**

**Bond Projects**

Cafeteria HVAC Replacement – Units Ordered \$52,728

**ESSER Projects**

Buildings B, C, D & E HVAC Improvements – Units Order \$248,529

**Wilson:**

**Bond Projects**

Central Plant Expansion Tank R & R – Materials Ordered \$15,514

**ESSER Projects**

North MPR HVAC RTU Replacements – Complete \$88,827



Central Plant Cooling Tower Replacements Design \$23,550

Campus HVAC Controls Upgrades – Materials Ordered \$255,229

**SFB Projects**

MPR Stage HVAC Replacement Design \$15,845  
- Grant Request Submitted

MPR Buildings Roof Assessment \$5,175  
- Grant Request Submitted

*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 12, 2022**

**TITLE:**            **Projections of Site Staffing and Non-Staffing Allocations**

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**BACKGROUND:**

This agenda item is presented to provide the Governing Board with information about projected staffing and non-staffing budget allocations for Fiscal Year (FY) 2022-2023. Administration provides this information to the Board annually each spring to permit Board members to review the allocations before the next fiscal year. Following Board review, these allocations are provided as essential documentation for various funding reports that the District must submit annually to the federal and Arizona state governments.

**I.            State Funding of School Districts**

Arizona funds public school districts based on the number of days that each pupil attends school during the first 100 days of school. This is referred to as a “current year funding” system, meaning school districts cannot know how much money they will receive from the state for the current fiscal year until after the 100<sup>th</sup> school day completes. After the 100<sup>th</sup> day of school, the state calculates each enrolled student’s average daily attendance, a.k.a. Average Daily Membership (“ADM”), during the first 100 days of the current school year, and issues funds to the school district based on the ADM of each student.

The state’s “current year funding” system provides a set amount of funding per student regardless of how many schools that student enrolls in that year. For example, when a student enrolled with Amphitheater also attends another Arizona school district or charter school during the first 100 days, the ADM for that student is divided proportionally between the two schools. Likewise, if a student enrolled in an Amphitheater school also takes a summer school class on-line through a non-District on-line charter program, the funding that the state provides to Amphitheater for the student is reduced proportionally by the number of days that the student was enrolled with the on-line charter program during the same fiscal year. The same is true if a student enrolled in an Amphitheater school simultaneously enrolls in a non-District on-line charter school. This means that Amphitheater loses a proportionate share of a student’s ADM if a student enrolls in an on-line school over the summer even though the student attended an Amphitheater school every day during the first 100 days of schools.

Moreover, Arizona does not provide full funding to a high school if the student is registered for less than four classes per day. It also does not provide any funding for students who start the school year after the 100-day ADM calculation completes. Finally, the state stops providing funding for a student when a student withdraws to move out of state, homeschool or enroll in a private school. Under the state funding laws, a student who has missed school for 10 consecutive days (regardless of whether the absence is excused or unexcused) is automatically dropped and funding ceases for that student unless the student re-enrolls in the school.

**II.            Predicting Enrollment for Next Year**

Because the state uses ADM to fund school districts, Administration reviews the current year ADM for each grade level, with grade levels advanced to their next appropriate grade or school, as the first step to plan for site allocations for the next fiscal year. This means that ADM for current year 8<sup>th</sup> graders is advanced to the high school designated for each student’s attendance for the following school year. This gives each site an accurate account of the actual funds per student generated by that site during the current year.

Current year ADM is the most accurate way for sites to start the process for budgeting for the next school year. For example, a school could claim to have 1,000 students enrolled for the next school year. However, if the students do not all attend school during the first 100 days and/or if the students are not registered for at least 4 classes during the year, then the school will not be providing full services to all 1,000 students. Therefore, the school does not need to be staffed as if it is providing full services to 1,000 students. Using the current year ADM, schools are staffed based upon the actual number of students being served as designated by the state.

Therefore, Administration begins budget planning for the subsequent fiscal year each January by reviewing the 100<sup>th</sup> day ADM from the current fiscal year to project site staffing needs for the following school year. As explained during the November 9, 2021 presentation to the Governing Board, the ADM provided by the state this year indicates that, like other school districts in the area, enrollment has declined in Amphitheater, which has resulted in a loss of projected ADM from the state this year. A loss of ADM can be a major factor affecting staffing and resource allocations for a school district.

### **III. Projecting Staffing and Non-Staffing Allocations for Next Fiscal Year**

For obvious reasons, there is always some amount of uncertainty when planning for the next fiscal year under a current year funding system. This is particularly true when some staffing positions are specifically allocated based on projected student enrollment. For instance, the number of teachers required to teach at a specific grade in elementary school depends on the number of students enrolled for that grade level. However, some positions do not change with enrollment changes, as elementary schools will still need positions like principal, administrative assistant, health assistant, and custodian regardless of overall school enrollment changes. In fact, custodial staff allocations are based on a school's square footage rather than enrollment since the school footprint remains the same when enrollment changes. The same is true for most non-staffing allocations as well, inasmuch as school needs for electricity, water, cleaning supplies, etc. are not as dependent on enrollment numbers.

Having lived with this reality for more than five (5) years now, Administration knows well enough not to rely solely on the ADM roll up to the next grade level to plan for the next school year. In addition, Administration reviews student registrations and open enrollment applications, including cohort enrollment by grade level, to project enrollment for the next school year. Furthermore, Administration identifies other potential enrollment changes through a review of expected property development in neighborhoods served by individual schools, anecdotal data from schools on population trends, etc., ADM information from the earlier years, and open enrollment applications to determine the budget and resource allocations per site for the next fiscal year.

For the purpose of the Board's discussion and review of this annual administrative function, a sample staffing and non-staffing allocation (one each) for each school level (high, middle and elementary) has been attached. These allocations are based upon formulas established by the Governing Board and administration to ensure an equitable distribution of common resources to schools across the District.

The total number of Full Time Equivalent (FTE) positions for each classification to be staffed at the school site is then provided to the site administrator to determine how the FTE allocation is applied to staff the specific programs and courses offered by the school. While some courses offerings are mandatory for compliance with the graduation requirements established by the Governing Board and the Arizona State Board of Education, the site principal has discretion to change course offerings and teacher assignments as appropriate to meet the needs of the students, parents, and community for that specific school.

**IV. Other Important Information about Staffing Allocations for FY 2022-2023**

The allocations shown in the following pages represent only those funded by normal maintenance and operations funding provided to the Amphitheater District by the State of Arizona. Other allocations augment these M&O staffing allocations with funding from additional sources such as the District’s M&O budget override, K-3 special programs override, special education programs, Title I, K-3, and other grant funds.

This year, the District received additional funding from the federal government to address necessary changes to traditional learning and mitigation measures required by COVID-19. This funding was provided to schools through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, 134 Stat. 281 (Mar. 27, 2020), through disbursements under the Elementary and Secondary School Emergency Relief Fund (ESSER Fund). The District has submitted plans to the state to use ESSER funds to assist with retention and recruitment of staff, and to provide necessary intervention services for students during the summer and throughout FY 2022-2023 through its AMP UP! Summer program, RISE credit recovery program, and allocating pandemic intervention recovery teachers at every school site. The District’s non-staffing allocations for COVID-19 mitigation measures and the additional pandemic relief site staffing allocations are not included on the below pages since they are funded through federal ESSER funds and not through the District’s M&O state funds.

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**RECOMMENDATION:**

This item is presented for review and discussion and complies with previous Board action. No new action is required at this time.

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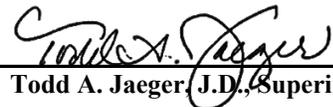
**INITIATED BY:**



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

**Date: April 4, 2022**



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

**Sample High School  
Staffing Allocations (M&O) for Projected Enrollment of 1,630**

<b>Job Classification</b>	<b>22-23 FORMULA FTE</b>
Principal	1.0000
Assistant Principal	3.0000
Instructional Support Asst.	0.0000
Teachers(less non-JTED CTE)*	50.8000
CTE Teachers (non-JTED)	5.6000
Teacher Aims Intervention	1.0000
Orchestra Teacher	0.2000
Counselor	4.5000
Librarian	2.0000
School Nurse	1.0000
Athletic Trainer	1.0000
Behavior Intervention Mtr	0.6000
Chief Clerk	1.0000
High School Registrar	1.0000
Secretary I	3.0000
Attendance Clerk	1.0000
Clerk Typist II or Clerk II	1.0000
Bookstore Clerk	0.5000
Bookstore Manager	1.0000
Library Assistant	1.0000
Computer Operator	1.0000
Bookkeeper I	1.0000
Equipment Manager	0.5000
School Health Assistant	1.0000
Library Clerk	0.5000
Library Media Technician I	0.5000
Computer Repair	1.0000
Security Officer	3.0000
Campus Monitor	0.5000
Custodian III	1.0000
Custodian II	2.0000
Custodian I	11.3000
Groundskeeper II	1.0000
Groundskeeper I	3.0000
High School Maintenance Mechanic	1.0000

\* State law mandates that school districts cannot supplant their CTE programs with those funded by a JTED. Thus, the District must maintain its (proportionate) pre-JTED CTE staffing levels.

**Sample Middle School  
Staffing Allocations (M&O) for Projected Enrollment of 701**

<b>Job Classification</b>	<b>22-23 FORMULA FTE</b>
Principal	1.0000
Assistant Principal	1.0000
Instructional Support Asst.	0.0000
Teachers	23.6000
Orchestra Teacher	0.4000
Counselor	1.0000
Librarian	1.0000
School Nurse	1.0000
Computer Repair Tech	0.6000
Library Clerk	0.0000
Middle School Secretary	1.0000
Registrar	1.0000
Attendance Clerk	1.0000
Clerk Typist II or Clerk II	0.2500
School Health Assistant	0.0000
Security Officer	1.2500
Behav. Intvn./ISS Monitor	1.0000
Campus Monitor	0.7500
Crossing Guard	1.0000
Custodian II	1.0000
Custodian I	3.8000
Groundskeeper II	1.0000
Groundskeeper I	2.0000

**Sample Elementary School  
Staffing Allocations (M&O) for Projected Enrollment of 332**

<b>Job Classification</b>	<b>22-23 FORMULA FTE</b>
Principal	1.0000
Teachers*	14.0000
Art	0.6000
Band	0.2000
Music	0.6000
Orchestra	0.2000
P.E.	0.8000
Academic Intervention	0.5000
Asst. to Elem. Principal	1.0000
Educational Assistant	0.5000
Clerk Typist II or Clerk II	0.5000
Computer Repair Tech.	0.6000
Behavior Intervention Monitor	1.0000
School Health Assistant	1.0000
Library Assistant	1.0000
Library Clerk	0.0000
Campus Monitor	0.7500
Crossing Guard	0.5000
Custodian II	1.0000
Custodian I	2.0000
Groundskeeper I	0.5000

\* Teacher allocations are adjusted to reduce class sizes in Kindergarten through Third Grade when appropriate by virtue of the K-3 budget override (*Proposition 476*) passed in November of 2019.

Amphitheater Public Schools  
Non-staff Allocations  
Sample High School

**589 - Sample High School**

<u>Factors used for calculations:</u>	<u>Projected</u>
Student FTE, incl. Sp. Ed.	1630
Students (Heads), incl. Sp. Ed.	1630
Certified Regular Education FTE	56.40
Building Square Footage	326,218.00
Athletic Supply Rate	\$24,880.00
Athletic Equipment Rate	\$37,120.00

**M & O Allocations**

		<u>Per Unit</u>		<u>Unit</u>			<u>Preliminary Allocation</u>
001.00.100.1001.589.6611	Supplies	\$31.20	X	Student FTE	=		\$52,322.40
001.00.100.1001.589.6615	Graphics & Printing Copier Maint.	\$20.70	X	Student FTE	=		34,713.90
001.00.100.1001.587.6432	Agreements	\$4.70	X	Student FTE	=		7,881.90
001.00.100.2210.589.6811	Staff Development, Cert.	\$0.00	X	Rglr. Ed. Tchrs.	=		0.00
001.00.100.1001.589.6339	Outside Print Newspapers			Flat Rate Student	=		7,500.00
001.00.100.2410.589.6532	Postage	\$3.00	X	Heads	=		5,031.00
001.00.100.1001.589.6515	Field Trips	\$0.00	X	Student FTE	=		0.00
001.00.100.2220.589.6611	Library Supplies	\$4.70	X	Student FTE	=		7,881.90
001.00.620.1001.589.6611	Athletic Supplies			Flat Rate	=		24,880.00
001.00.620.1001.589.6333	Referees			Flat Rate	=		12,000.00
001.00.620.1001.589.6431	Athletic Equip. Maintenance & Repair			Flat Rate	=		2,800.00
001.00.620.1001.589.6811	AIA Membership Fee			Flat Rate	=		8,000.00
001.00.100.2620.589.6616	Custodial Uniforms			Flat Rate	=		2,958.00
001.00.100.2620.589.6611	Custodial Supplies	\$0.09	X	Sq. Ft.	=		29,359.62
001.00.100.2630.589.6611	Grounds Supplies			Formula	=		13,476.23
Total M & O Allocation							<u>218,884.95</u>

**Capital Outlay**

625.00.100.1001.589.6700	Carry-over from previous year*				=		36,642.45
625.00.100.1001.589.6731	Furniture and Equipment	21.85	X	Student FTE Student	=		36,642.45
625.00.100.1001.589.6642	Textbooks	66.00	X	Heads	=		110,682.00
625.00.100.1001.589.6645	Textbook Adoption	7.15	X	Student FTE	=		11,990.55
625.00.100.2220.589.6641	Library Books	14.00	X	Student FTE	=		23,478.00
625.00.620.1001.589.6732	Athletic Equipment			Flat Rate	=		37,120.00
Total Capital Outlay Allocation							<u>219,913.00</u>

**Total Net Allocation**

\$437,297.95

\*Carryover amounts will be determined after the Annual Financial Report (AFR) is prepared.

Amphitheater Public Schools  
 Non-staff Allocations  
 Sample Middle School

**588 - Sample Middle School**

<u>Factors used for calculations:</u>	<u>Projected</u>
Student FTE, incl. Sp. Ed.	701
Students (Heads), incl. Sp. Ed.	701
Certified Regular Education FTE	23.60
Building Square Footage	104,060
Athletic Supply Rate	\$11,580.00
Athletic Equipment Rate	\$9,180.00

**M & O Allocations**

		<u>Per Unit</u>		<u>Unit</u>			<u>Preliminary Allocation</u>
001.00.100.1001.588.6611	Supplies	\$29.20	X	Student FTE	=		\$20,469.20
001.00.100.1001.588.6615	Graphics & Printing	\$20.70	X	Student FTE	=		14,510.70
001.00.100.1001.587.6432	Copier Maint. Agreements	\$4.70	X	Student FTE	=		\$3,294.70
001.00.100.2210.588.6811	Staff Development, Cert.	<b>\$0.00</b>	X	Rglr. Ed. Tchrs.	=		0.00
001.00.100.2410.588.6532	Postage	\$3.00	X	Student Heads	=		2,103.00
001.00.100.1001.588.6515	Field Trips	<b>\$0.00</b>	X	Student FTE	=		0.00
001.00.100.2220.588.6611	Library Supplies	\$4.00	X	Student FTE	=		2,804.00
001.00.620.1001.588.6611	Athletic Supplies			Flat Rate	=		11,580.00
001.00.620.1001.588.6333	Referees			Flat Rate	=		6,200.00
001.00.100.2620.588.6616	Custodial Uniforms			Flat Rate	=		1,218.00
001.00.100.2620.588.6611	Custodial Supplies	\$0.09	X	Sq. Ft.	=		9,365.40
001.00.100.2630.588.6611	Grounds Supplies			Formula	=		<u>9,704.54</u>
Total M & O Allocation							<u>82,849.54</u>

**Capital Outlay**

625.00.100.1001.588.6700	Carry-over from previous year*						
625.00.100.1001.588.6731	Furniture and Equipment	13.65	X	Student FTE	=		9,568.65
625.00.100.1001.588.6642	Textbooks	39.60	X	Student Heads	=		27,759.60
625.00.100.1001.588.6645	Textbook Adoption	14.30	X	Student FTE			10,024.30
625.00.100.2220.588.6641	Library Books	14.00	X	Student FTE	=		9,814.00
625.00.620.1001.588.6732	Athletic Equipment			Flat Rate	=		<u>9,180.00</u>
Total Capital Outlay Allocation							<u>66,346.55</u>

**Total Net Allocation**

\$149,196.09

\*Carryover amounts will be determined after the Annual Financial Report (AFR) is prepared.

Amphitheater Public Schools  
Non-staff Allocations  
Sample Elementary School

**587 - Sample Elementary**

<u>Factors used for calculations:</u>	<u>Projected</u>
Student FTE, incl. Sp. Ed.	332
Students Heads, incl. Sp. Ed.	332
 Certified Regular Education FTE	 14.00
Building Square Footage	106,000

**M & O Allocations**

		<u>Per Unit</u>		<u>Unit</u>		<u>Allocation</u>
001.00.100.1001.587.6611	Supplies	\$23.70	X	Student FTE	=	\$12,703.20
001.00.100.1001.587.6615	Graphics & Printing	\$20.70	X	Student FTE	=	12,703.20
001.00.100.1001.587.6432	Copier Maint. Agreements	\$4.70	X	Student FTE	=	2,519.20
001.00.100.2210.587.6811	Staff Development, Cert	<b>\$0.00</b>	X	Rglr. Ed. Tchrs.	=	0.00
001.00.100.2410.587.6153	Summer Clerical Hours			Flat Rate Student	=	380.00
001.00.100.2410.587.6532	Postage	\$1.50	X	Heads	=	804.00
001.00.100.1001.587.6515	Field Trips	<b>\$0.00</b>	X	Student FTE	=	0.00
001.00.100.2220.587.6611	Library Supplies	\$1.00	X	Student FTE	=	536.00
001.00.100.2620.587.6616	Custodial Uniforms			Flat Rate	=	696.00
001.00.100.2620.587.6611	Custodial Supplies	\$0.09	X	Sq. Ft.	=	<u>6,236.91</u>
<b>Total M &amp; O Allocation</b>						<u>36,578.51</u>

**Capital Outlay**

625.00.100.1001.587.6700	Carry-over from previous year*					
625.00.100.1001.587.6731	Furniture and Equipment	13.65	X	Student FTE	=	7,316.40
625.00.100.1001.587.6642	Textbooks	39.60	X	Student Heads	=	21,225.60
625.00.100.1001.587.6645	Textbook Adoption	14.30	X	Student FTE	=	<u>7,664.80</u>
<b>Total Capital Outlay Allocation</b>						<u>36,206.80</u>

**Total Net Allocation**

\$72,785.31

\*Carryover to be determined after the Annual Financial Report (AFR) is prepared.



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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Periodic Legislative Update

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**BACKGROUND:**

This item permits the Governing Board to review and discuss the status of K-12 education-related legislation proposed in the second regular session of the Fifty-fifth Arizona legislature this year. The attachment provided with this item identifies the currently proposed legislation. Information updated/added since the Board's March 8, 2022 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 4, 2022

Todd A. Jaeger, J.D., Superintendent

## HOUSE BILLS

### **HB2008:**

#### **SCHOOLS; ACADEMIC STANDARDS; CIVICS INSTRUCTION**

The academic standards for high school graduation that the State Board of Education is required to prescribe must include a comparative discussion of political ideologies that conflict with the principles of freedom and democracy. The SBE is required to develop civic education standards that include instruction on a list of specified topics, including the original intent of the founding documents and principles of the United States.

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/23 from Senate Educ., do pass 5-3; 2/18 Transmit to Senate; 2/15 House minority and majority caucus, do pass; 2/8 House Educ., do pass amended; 1/11 Referred to House Educ.

### **HB2009:**

#### **VIOLATIONS OF STATE LAW; SCHOOLS**

At the request of a member of the Legislature, the Attorney General is required to investigate any official action taken by a school district or charter school governing board that the member alleges violates state law or the state Constitution. If the Attorney General concludes that there is a violation, the Attorney General is required to notify the school district or charter school of the violation by certified mail. If the school district or charter school fails to resolve the violation within 30 days, the Attorney General is required to notify the Arizona Department of Education (ADE), and ADE must withhold 10 percent of the monthly Classroom Site Fund monies that the school district or charter school is eligible to receive, with some exceptions, for each month the violation continues. The Attorney General is required to continue to monitor the response of the school district or charter school, and when the violation is resolved, is required to notify the Governor and the Legislature, and to notify ADE to stop withholding monies to the school district or charter school. A school district or charter school that has Classroom Site Fund monies withheld is prohibited from reducing the pay or benefits of an employee who is a teacher, instructional staff or classified staff in any manner during the same fiscal year that the monies were withheld.

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

Status: 3/2 House COW approved with floor amend #4598; FAILED House 26-32; 1/11 Referred to House gov-elect.

### **HB2011:**

#### **PARENTAL CONSENT; STUDENT GROUPS; SEXUALITY**

Public educational institutions are required to obtain signed, written consent from a student's parent or guardian before allowing a student to participate in any school student group or club involving sexuality, gender, or gender identity. Parents of a student in a public educational institution have the right to review the "formational documents" (defined) of any school student group or club involving sexuality, gender, or gender identity.

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

Status: 1/11 Referred to House Educ.

### **HB2019:**

#### **SCHOOL BOARDS; SIGNATURES; PER DIEM**

School district governing board members are eligible to receive per diem compensation of \$35 for each day the member is present at a school board meeting that is open to the public. The compensation is payable from any lawfully available school district monies. Also, school board offices are added to the list of candidates that may collect signatures for nomination petitions using the secure online signature collection system.

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

Status: 1/11 Referred to House gov-elect.

**HB2025:****SCHOOLS; PARENTAL CLASSROOM VISITATION POLICIES**

Requires school district governing boards and charter school governing bodies to adopt public policies allowing visits, tours, and observations for parents of enrolled students and parents who wish to enroll their student unless the visit, tour, or observation threatens the health and safety of students and staff. Requires these policies be posted on the homepage of each school's website for easy access.

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

Status: 3/8 Senate minority and majority caucus, do pass; 3/7 from Senate Rules okay; 3/1 Senate Educ., do pass 7-1; 2/15 House passed, 31-28, Transmit to Senate; 2/8 House minority and majority caucus, do pass; 2/1 House, do pass on reconsideration; 1/18 House Educ., failed to pass.

**HB2026:****LITERACY ENDORSEMENT; NONCERTIFICATED TEACHERS**

Beginning August 1, 2026, the rules adopted by the State Board of Education (SBE) are required to establish an optional literacy endorsement for all noncertificated teachers who provide literacy instruction in kindergarten programs or grades one through five. SBE is prohibited from requiring noncertificated teachers to obtain a literacy endorsement.

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/23 Senate Educ., do pass 7-0; 2/24 Referred to Senate Educ.; 2/21 House minority and majority caucus, do pass; 2/15 House Educ. do pass amended/strike-everything, voting 9-1; 1/11 Referred to House Educ.

**HB2027:****CTEDs; REVISIONS**

Adds that a student in a CTE program on a satellite, centralized, or leased centralized campus may generate up to 1.75 ADM for instruction received at any time during the year. Clarifies that a student who attends a satellite campus or program run by a community college generates 0.25 ADM for every three community college credits. Specifies that a CTED may calculate its ADM by dividing the instructional hours of enrollment by 600, except:

- o Between 150 and 300 hours is 0.25 ADM
- o Between 300 and 400 hours if 0.5 ADM
- o Between 400 and 600 hours is 0.75 ADM
- o 600 hours or more is 1.0 ADM

Prohibits a CTED's ADM from being calculated on the 100th day of instruction.

Prohibits the Arizona Department of Education (ADE) from restricting the instructional time to particular days of the week or year.

Allows a CTED to operate for less than 180 days of instruction if it meets the equivalent number of hours of instruction.

Retroactive to September 29, 2021

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

Status: 3/15 Senate minority and majority caucus, do pass; 3/15 from Senate Rules okay; 1/27 Transmit to Senate; 1/25 House minority and majority caucus, do pass; 1/18 House Educ., do pass amended.

**HB2028:****ACCOUNTABILITY; ALTERNATIVE SCHOOLS**

To operate an alternative school, a school district or charter school is required to apply to the State Board of Education (SBE) for approval on a form prescribed by the SBE. If the SBE approves the request, the SBE is required to notify the school district or charter school of the method by which the alternative school's letter grade will be calculated. If an alternative school serves both at-risk students and students who are not at risk, the alternative school must be assigned both a letter grade that factors in the performance of the at-risk students, and a letter grade that factors in the

performance of the students who are not at risk.

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

Status: 1/11 Referred to House Educ.

#### **HB2034:**

##### **CTEDs; ASSOCIATE DEGREES**

Allows a CTED to offer associate degrees that are accredited by a regional accreditation agency approved by the U.S. Department of Education. Requires that a CTED offering an associate degree program meet all regional accreditation and state licensure requirements. Specifies that a CTED may only offer associate degrees that are on the in-demand regional education list, which is compiled annually by the Office of Economic Opportunity.

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

Status: 3/22 Senate minority and majority caucus, do pass; 3/15 Senate Educ., do pass amended 6-2; 2/18 Transmit to Senate; 2/17 House passed 50-9; 2/15 House minority and majority caucus, do pass; 2/8 House Educ., do pass amended 7-3; 1/18 House Educ., held.

#### **HB2039:**

##### **LIVE, REMOTE INSTRUCTION; DUAL ENROLLMENT**

School districts and charter schools are authorized to offer courses for students in grades 9 through 12 in which the instructional services are provided remotely in a live and synchronous setting by another school district or charter school in Arizona pursuant to a written agreement. Schools that offer live, remote instruction courses are required to provide an in-person teacher or instructional aide for each course and ensure that students satisfy the instructional time and instructional hours requirements. The school district or charter school acting as the instructional services provider is required to pay the instructor of the course a stipend of at least 25 percent of the contractual amount of per-course, per-student monies. The school district or charter school providing the moderated classroom generates average daily membership for students enrolled in live, remote instruction courses. The school district or charter school acting as the instructional services provider does not generate average daily membership for students attending a live, remote instruction course.

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

Status: 3/29 Senate appro., do pass amended/strike everything 10-0; 3/1 Referred to Senate Educ., appro.; 2/25 Transmit to Senate; 2/24 House passed 52-7; 2/22 House minority and majority caucus, do pass; 2/9 House appro., do pass 11-1; 1/11 Referred to House Educ.

#### **HB2040:**

##### **ESAs; SPECIAL EDUCATION SERVICES; NOTIFICATION**

Requires a private school to provide written notification to the guardian of a prospective disabled student of the special education services and therapies the school will provide to the student before the guardian pays tuition or fees from an Empowerment Scholarship Account (ESA).

Clarifies that the notification is not required in subsequent years of enrollment at the same school.

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

Status: 1/18 House Educ., do pass 9-1.

#### **HB2061:**

##### **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. School districts and charter schools are authorized to develop a course of study or adopt an existing sex education course of

study for each grade. Sex education instruction is required to be appropriate to the grade level, be medically accurate, promote abstinence, discourage drug abuse, and dispel myths regarding transmission of HIV. By December 15, 2022, 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: 1/13 Referred to House Educ., hel-hu ser.

**HB2064:**

**DHS; SCHOOL IMMUNIZATIONS; EXCLUSIONS.**

An immunization against COVID-19 or any variant of COVID-19 is not required for school attendance.

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

Status: 1/13 Referred to House Educ., hel-hu ser.

**HB2065:**

**SCHOOL IMMUNIZATIONS; NONATTENDANCE; OUTBREAK**

Students who lack documentary proof of immunization are no longer prohibited from attending school during outbreak periods of communicable immunization preventable diseases as determined by the Department of Health Services or local health department.

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

Status: 1/13 Referred to House Educ., hel-hu ser.

**HB2070:**

**OPEN MEETINGS; CAPACITY; POSTING; VIOLATION**

Requires public bodies, when feasible, to provide a reasonable amount of seating for people wanting to attend deliberations and meetings. Requires agendas to include the time the public will have physical access to the meeting space. States that heads of public bodies may be held liable to a civil penalty in case of a violation.

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

Status: 3/23 Senate [third reading FAILED 15-13](#); 3/15 from Senate Rules okay; 2/24 Transmit to Senate; 2/23 House passed 31-28; 2/14 House COW, do pass amended; 1/31 House Rules (C&P), passed; 1/26 House GE, do pass amended.

**HB2086:**

**DHS; SCHOOL IMMUNIZATIONS; EXCLUSIONS**

An immunization against COVID-19 or any variant of COVID-19 is not required for school attendance.

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

Status: 3/31 Senate [minority and majority caucus, do pass](#); 3/23 from Senate [hel-hu ser., do pass 5-3](#); 3/1 Referred to Senate [hel-hu ser.](#); 2/25 Transmit to Senate; 2/24 House passed 31-28; 2/21 House minority and majority caucus, do pass; 2/15 House Educ., do pass 6-4; 1/18 Referred to House Educ., hel-hu ser.

**HB2112:**

**CLASSROOM INSTRUCTION; RACE; ETHNICITY; SEX**

Teachers, administrators, or other employees of a school district, charter school, or state agency involved with students and teachers in K-12 are prohibited from using public monies for instruction that presents any sort of blame or judgment on the basis of race, ethnicity, or sex. Establishes a list of concepts that these persons are prohibited from allowing instruction in or making part of any course, including that one race, ethnic group, or sex is inherently superior to another and that meritocracy or traits such as hard work ethic are racist or sexist. A teacher who

violates this section is subject to disciplinary action, including suspension or revocation of the teacher's certificate. The Attorney General or the county attorney for the county in which an alleged violation occurred may initiate a suit in superior court to enforce compliance. The court is authorized to impose a civil penalty of up to \$5,000 per school district, charter school, or state agency where the violation occurs. [Capitol Reports Note: These provisions were originally signed into law as Laws 2021, chapter 404 (part of the FY2021-22 budget), but were deemed unconstitutional by the Arizona Supreme Court in Arizona School Boards Association et al v. State of Arizona.]

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

Status: [3/23 Senate FIN do pass amended/strike everything 7-1](#); 2/4 Transmit to Senate; 2/3 House COW approved with floor amend #4077. Passed House 31-28; ready for Senate; 1/25 House minority and majority caucus, do pass; 1/18 House, second read.

#### **HB2114:**

##### **SCHOOL DISTRICTS; GROSS MISMANAGEMENT; INTERVENTION**

At the request of the Department of Education, the State Board of Education is required to call a public meeting to consider "gross mismanagement" (defined) by any school district. After testimony from interested parties, the Board may appoint a fiscal crisis team or receiver.

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

Status: 1/25 House Educ. held

#### **HB2117:**

##### **SCHOOLS; TRANSPORTATION SUPPORT LEVEL; CTE**

The transportation support level for transportation to and from a career technical education district is the same as for transportation to and from school.

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

Status: 1/13 Referred to House Educ., appro.

#### **HB2118:**

##### **SCHOOLS; ALTERNATIVE EDUCATION; REVISIONS**

Various changes to statutes relating to alternative education. School district governing boards are authorized to contract with any public body or private person to provide alternative schools. Alternative education programs and alternative schools are allowed to deliver the annual required instructional time or instructional hours to students on any day of the week. Alternative education programs and alternative schools must admit students who are under 25 years of age, and those students are eligible for state funding. A student who is enrolled in an alternative education program or alternative school is considered a full-time student for the purposes of calculating average daily membership and must be funded at 1.0 average daily membership if the student is enrolled in at least 20 hours of instruction per week. If a student is enrolled in fewer than 20 hours of instruction per week, the average daily membership is reduced proportionally. Also, membership of the State Board for Charter Schools is modified by adding an operator of an alternative charter school whose mission is to serve at-risk students and by reducing the number of public members to five, from six.

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

Status: [3/31 Senate third reading passed 26-0](#); [3/22 Senate COW approved with floor amend #4820](#); [3/15 from Senate Rules okay](#); 2/24 Transmit to Senate; 2/23 House passed 44-15; 2/22 House minority and majority caucus, do pass; 2/8 House Educ., do pass 9-1; 1/24 Referred to House Educ., appro.

**HB2122:****CONTINUING HIGH SCHOOL; WORKFORCE TRAINING**

The State Board of Education is required to establish a continuing high school and workforce training 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 program schools. Program schools will receive \$7,700 per fulltime student enrolled in the program school each year. In FY2024-25 and each FY after, the funding amount per full-time student must be increased 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. A program school is eligible to receive funding for any adult student regardless of age. The Department of Education is required to develop application procedures for the program, and application requirements are listed.

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

Status: 3/22 Senate Appro.; do pass amended 9-0; 3/9 from Senate Educ., do pass; 2/24 Transmit to Senate; 2/23 House passed 39-20; 2/22 House minority and majority caucus, do pass; 2/8 House Educ., do pass amended 8-2; 1/24 Referred to House Educ., appro.

**HB2124:****COMMON SCHOOL DISTRICTS; TUITION; ELIMINATION**

Removes language that:

- o Prescribes how tuition is to be charged to a common school district that is not within a high school district for high school students
- o Allows a school district governing board to budget for the bond issues portion of the cost of tuition charged to the district for students attending school in another school district.

States that the revenue control limit (RCL) and district support level (DSL) for a common school district not within a high school district is calculated using the equalization base, rather than the tuition payable, for high school students who attend school in another school district.

Determines the equalization base for high school students who attend school in another school district by multiplying the countywide average per-pupil equalization base for high school students by the number of resident high school students in the common school district not within a high school district during the prior school year.

Requires monies collected for the equalization base for high school students who reside in a common school district not within a high school district and who attend another school district to be added to the county aid for equalization assistance.

Deletes language that:

- o Requires a school district governing board to admit 350 or fewer students from another school district or area without certificates of educational convenience to a high school if the student is a resident of a common school district that is not within a high school district and that does not offer instruction in the student's grade
- o Excludes pupils who are admitted under the 350 or fewer pupil limitation from the district additional assistance calculation of a common school district not within a high school district
- o States that, for the purposes of determining eligibility to increase the RCL or DSL, the student count for a common school district not within a high school district is the student count for pupils in kindergarten programs and the 1st-12th grades

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/22 Senate Educ., do pass

amended/strike everything 7-0; 2/15 Transmit to Senate; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., held.

**HB2161:**

**PARENTAL RIGHTS; SCHOOLS; EDUCATIONAL RECORDS**

This state, political subdivisions, any other governmental entity, and any official of any governmental entity are prohibited from interfering with or usurping the fundamental right of parents to direct the upbringing, education, health care, and mental health of their children. A parent is authorized to bring suit against a governmental entity or official based on any violation of the statutory rights of parents, and to raise a violation as a claim or a defense. In any such action brought by a parent, the governmental entity or official has the burden of proof to demonstrate both that the interference or usurpation is essential to accomplish a compelling government interest and that the method of interference or usurpation used by the government is narrowly tailored and is not otherwise served by a less restrictive means. Parents are required to have access to all written and electronic records of a school district or school district employee concerning the parent's child. School district and charter physical, emotional, or mental health, or the student's purported gender identity if incongruous with the student's biological sex. Parents are authorized to file suit against a school district or charter school for violations, and may recover declaratory relief, injunctive relief, attorney fees and costs, and any other appropriate relief.

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

Status: 3/30 Senate COW, do pass amended; 3/22 Senate minority and majority caucus, do pass; 3/15 Senate Educ., do pass amended 5-3; 3/16 from Senate Educ. with amend #4765; 2/25

Transmit to Senate; 2/24 House passed 31-28; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass.

**HB2162:**

**OPEN MEETING LAW; VIOLATIONS; PENALTY**

Increases the civil penalties the court is authorized to impose for violations of open meeting law to up to \$500 for a first offense and up to \$10,000 for a second or subsequent offense, instead of up to \$500 for a second offense and up to \$2,500 for a third or subsequent offense. In addition to or in lieu of the civil penalties, the court is authorized to require a member of the public body to attend training on public meetings as directed by the Attorney General or the Ombudsman-Citizens Aide. Open meeting law violations may be committed recklessly in addition to knowingly.

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

Status: 1/18 Referred to House gov-elect.

**HB2164:**

**CAREER AND COLLEGE READINESS; SEAL**

Beginning in the 2023-2024 school year, the Superintendent of Public Instruction is required to establish a state seal of career and college readiness program to recognize students who graduate from high school in Arizona and who have attained a high level of proficiency in professional workplace skills and technical skills in one or more Department of Education-approved career and technical education programs. Program requirements are specified.

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

Status: 1/18 Referred to House Educ.

**HB2177:**

**CHARTER SCHOOLS; FINGERPRINTING; RENEWAL; REVOCATION**

Adds all charter representatives, charter school governing body members and officers, directors, members and partners of a charter holder to those who must have a valid fingerprint clearance card. Stipulates that before a sponsor of a charter school adopts a determination of intent to revoke

a charter, the charter holder must have at least 30 days to address the problems associated with the reasons for the determination of intent to revoke. States that the sponsor is not required to provide the charter holder with 30 days to correct the problems associated with the reasons for adopting a determination of intent to revoke if the reasons cannot be remedied. Instructs a sponsor, before adopting a determination of intent to revoke a charter, to provide the charter holder written notice that includes the reasons for the charter sponsor's consideration to revoke the charter. Specifies that notice may be provided by electronic means or by United States mail and the effective date of the notice. Mandates the determination of whether to proceed to revocation be made at a public meeting. Adds all charter representatives, charter school governing body members and officers, directors, members and partners of a charter holder to those who must have a valid fingerprint clearance card. Eliminates the ability for a charter operator to apply for early renewal.

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/22 Senate Educ., do pass amended 7-0; 2/4 Transmit to Senate; 2/3 House passed 59-0; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass.

### **HB2178:**

#### **SCHOOL PSYCHOLOGISTS; EXEMPTION**

Excludes a school psychologist, who is certified by ADE and contracted to provide services in an educational institution setting that services pupils in prekindergarten or kindergarten programs or the 1st-12th grades, from licensure requirements prescribed by the Board of Psychologist Examiners if the services are a part of that person's contract with the educational institution setting.

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

Status: 3/30 Signed by Governor; 3/24 Senate passed 27-0; Ready for Governor; 3/22 Senate minority and majority caucus, do pass; 2/4 Transmit to Senate; 2/3 House passed 58-1; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass.

### **HB2179:**

#### **SCHOOLS; ACCOUNTING RESPONSIBILITY PLANS; COUNTIES**

A school district applying to the State Board of Education to assume accounting responsibility is required to file the accounting responsibility plan with the county treasurer and the county school superintendent of the county in which the school district is located, instead of being required to notify the county treasurer and county school superintendent before March 1 of the fiscal year preceding the fiscal year of implementation.

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

Status: 3/22 Senate minority and majority caucus, do pass; 3/16 from Senate Educ., do pass 8-0; 2/24 Transmit to Senate; 2/23 House passed 59-0; 2/21 House minority and majority caucus, do pass; 2/15 House Educ., do pass 9-0; 1/18 Referred to House Educ.

### **HB2180:**

#### **SCHOOL FACILITIES; REPLACEMENT; RENOVATION; FUNDING**

The list of authorized purposes of monies from the New School Facilities Fund (NSF Fund) is expanded to include renovating or replacing a facility or facilities that a school district believes pose a health or safety threat to students and are beyond their useful life. The School Facilities Oversight Board is required to prescribe a uniform format for use by school district governing boards in developing a capital plan for construction to renovate or replace school facilities. Information that must be included in the capital plan is listed. The application process for a school district to receive NSF Fund monies for renovation or replacement of facilities is established.

Projects for which a school district receives monies from the NSF Fund are not eligible for monies from the Building Renewal Grant Fund.

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

Status: [2/24 Retained on House COW calendar](#); 2/21 House minority and majority caucus, do pass; 2/9 House appro, do pass 8-4; 2/8 House Educ., do pass amended 6-4; 1/19 Referred to House Educ.

**HB2185:**

**SCHOOL FACILITIES; REPLACEMENT; RENOVATION; FUNDING**

Beginning in the 2022-2023 school year and each year thereafter, before any qualified student accepts a scholarship from a school tuition organization (STO) or enrolls in an Arizona empowerment scholarship account (ESA), the parent of the qualified student is required to sign an agreement to annually have the student take any nationally standardized norm-referenced achievement examination, the statewide assessment, or any examination related to college or university admissions that assesses reading and mathematics for any year that the student pays tuition as a full-time student at a qualified school and is in any of grades 3 through 12. Some exceptions. Schools that enroll one or more students with an STO or ESA scholarship are required to annually post on the school's website the aggregate test scores on those examinations of all students enrolled in the school.

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

Status: 1/27 Referred to House Educ.

**HB2191:**

**SCHOOL IMMUNIZATIONS; DHS; EXCLUSIONS**

An immunization against COVID-19 or any variant of COVID-19, and an immunization for which a U.S. Food and Drug Administration emergency use authorization has been issued are not required for school attendance. An immunization must be prescribed by a rule adopted by the Department of Health Services (DHS) before it may be required for in-person school attendance. [Capitol Reports Note: Some of these provisions were originally signed into law as Laws 2021, chapter 409 (part of the FY2021-22 budget), but were deemed unconstitutional by the Arizona Supreme Court in Arizona School Boards Association et al v. State of Arizona.]

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

Status: 1/19 Referred to House Educ., hel-hu ser.

**HB2192:**

**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. Hannley (D - Dist 9)

Status: Introduced.

**HB2212:**

**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: Introduced.

**HB2233:**

**DROPOUT RECOVERY PROGRAMS; SPECIAL AUDIT**

Written learning plans and participation calculations for students enrolled in a dropout recovery program are done on a quarterly basis, instead of monthly. By June 30 of each year, each dropout recovery program is required to report a list of specified information on the program to the Department of Education. Repeals statute authorizing dropout recovery programs effective January 1, 2025. The Auditor General is required to conduct a special audit of the dropout recovery programs operated in Arizona, and to submit copies of the special audit to the Legislature by June 30, 2023. Appropriates \$75,000 from the general fund in FY2022-23 to the Auditor General to perform the special audit.

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

Status: 3/29 Senate appro., do pass; 3/7 Senate read second time; 3/3 Referred to Senate Educ.; 2/25 Transmit to Senate; 2/24 House passed 59-0; 2/22 House minority and majority caucus, do pass; 2/9 House appro, do pass amended 12-0; 2/9 House appro, do pass 12-0; 2/2 House appro held; 2/1 House Educ., do pass 6-4.

**HB2246:**

**EXTRACURRICULAR AND INTERSCHOLASTIC ACTIVITIES; ELIGIBILITY**

Any child who resides within the attendance area of a school operated by a school district, including a child who attends a charter school or private school or who participates in distance learning, must be allowed to try out for interscholastic activities or participate in extracurricular activities at the school in the same manner as a student enrolled in that school.

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

Status: 1/18 Referred to House Educ.

**HB2247:**

**SCHOOLS; LEARNING MATERIALS; ACTIVITIES**

Beginning August 1, 2021, each school district and charter school is required to prominently disclose on a publicly accessible portion of its website any procedures or processes in effect for a parent to have access in advance to review the current learning materials and activities "used for student instruction" (defined) at the school, and a listing of the learning materials and activities used for instruction in the current year, organized by subject area and grade, or a copy of "lesson plans" (defined) submitted by instructors at the school in the current year. Learning materials and activities must be posted within 10 days after the effective date of this legislation, and on or before July 1 following the completion of each school year after. The materials must remain accessible via the school website for at least 12 months. Additional requirements for the list of learning materials and activities are specified.

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

Status: 1/18 Referred to House Educ.

**HB2277:**

**SCHOOL DISTRICTS; BOUNDARY CHANGES**

The process for the governing boards of two adjacent school districts to authorize boundary adjustments is modified to allow the adjustment to result in the transfer of up to 10 percent,

increased from 1.5 percent of the student count of the district from which the students will transfer, and to remove the requirement for a majority of the electors within the geographic boundaries of a specified portion of a school district to present a petition to the governing boards.

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

Status: 2/1 House Educ., held.

**HB2278:**

**ALTERNATIVE MATHEMATICS GRADUATION PATHWAY**

Requires the State Board of Education to develop and adopt academic competency requirements for an alternative mathematics graduation pathway including algebra, geometry, and an advanced math course which may include personal finance, computer science, statistics, or business mathematics

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

Status: 3/29 Senate appro., do pass amended/strike everything 6-4; 3/25 Senate Appro., strike everything; 2/15 Transmit to Senate; 2/1 House Educ., do pass

**HB2279:**

**SCHOOL DISTRICTS; LAPSING**

If a school district has had a student count of less than 150 students, increased from 8 students, between the ages of 6 and 21 years for one school year, the county board of supervisors is authorized to declare the school district lapsed and attach the territory of the lapsed school district to one or more adjoining school districts.

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

Status: 2/1 House Educ., held

**HB2284:**

**SCHOOLS; STUDENT PROMOTIONS**

Teachers are required, instead of allowed, to retain a student in a kindergarten program or grades 1 through 4 if the student does not meet the criteria prescribed by the State Board of Education, subject to review by the school board. Some exceptions, including for English learners and special education students.

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

Status: 3/22 Senate Educ., held; 2/4 Transmit to Senate; 2/3 House COW approved. Passed House 31-28; ready for Senate. 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass

**HB2285:**

**SEX EDUCATION; CHILD ABUSE PREVENTION**

School districts and charter schools are prohibited from providing sex education instruction to a student before 6th grade, instead of 5<sup>th</sup> 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 2022-23 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 FY2022-23 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: 1/19 Referred to House Educ., appro.

### **HB2286:**

#### **SCHOOLS; SURVEYS; EXPRESS PARENTAL CONSENT**

A school district or charter school is required to obtain the written informed consent to administer surveys to students in a transparent manner on a separate paper or electronic form, and is prohibited from obtaining the written informed consent by including the consent request in a handbook or with any other consent request. For each violation of this requirement, the court is required to impose a civil penalty of \$1,000 per student.

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

Status: 1/19 Referred to House Educ.

### **HB2290:**

#### **APPRENTICESHIP PROGRAM; INCOME TAX SUBTRACTION**

This bill establishes the Arizona Student Apprenticeship Program (Program) and an income tax subtraction for participating employers. Appropriates \$400K from the General Fund in FY23 to ADE to administer the program.

Provisions:

##### Arizona Student Apprenticeship Program

Establishes the Program within the Arizona Department of Education (ADE) to provide job training and economic opportunity to high school students in Arizona. Requires ADE to develop application procedures, selection criteria and completion requirements. States that the program is separate and apart from the U.S Department of Labor-approved apprenticeship program. Allows any employer in Arizona to apply to participate in the Program by submitting an application to ADE.

Requires an employer who participates in the Program to:

- o Provide each participant employee with job training
- o Provide flexible scheduling to each participant employee with job training
- o Open a separate interest-bearing account on behalf of each participant employee
- o Deposit the portion of each participant employee's wages selected and opened by the participant employee
- o Deposit an equivalent amount of monies in the participant employee's account each time the employer deposits a portion of a participant employee's wages
- o Disburse to the participant employee the entire amount of monies in the account if a participant employee successfully completes the Program requirements prescribed by ADE
- o Disburse to the participant employee from the participant employee's account an amount of monies that is equivalent to the sum of the wages deposited in the account if a

participant employee does not successfully complete the program requirements prescribed by ADE.

Specifies that the employer may retain deposited monies and must transmit any interest on those monies to the State Treasurer for deposit in the state General Fund. Requires ADE to prepare a list that includes all employers that have been accepted to participate in the Program and post the list on ADE's website.

Specifies that a student may participate in the Program provide that the student meets the following requirements:

- o Is enrolled in high school at a public school in Arizona
- o Applies for the Program by submitting an application in a form prescribed by ADE to the public school at which the student is enrolled
- o Submits proof with the student's application that the student is projected to complete high school graduation requirements.
- o Specifies that if participation in the Program will interfere with a student's ability to complete high school graduation requirements, the public school must deny the student's application
- o Submits proof that the student has received an offer of employment from an employer on the list prepared by ADE.
- o Requires a participant employee to designate at least 10% of the participant employee's wages to be deposited in the account opened by the participant employer on behalf of the participant employee.
- o States that an employer that participates in the Program is allowed a tax credit for each participant employee who successfully completes the Program requirements prescribed by ADE.

#### Income Tax Subtraction

Requires ADE to issue a certificate to the employer to provide to the Arizona Department of Revenue (DOR) to verify the employer's participation in the Program and the participant employee's completion of the Program. Allows, for the first taxable year in which a participating Program employer employs a participant employee who successfully completes the Program, an income tax subtraction for each participant employee who successfully completes the Program.

Establishes an individual and corporate subtraction from Arizona gross income that is equivalent to the amount of monies an employer deposits in interest-bearing accounts and disburses to participant employees who successfully complete the Program.

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

Status: 3/22 Senate Educ., do pass 5-3; 2/25 Transmit to Senate; 2/24 House passed 32-27; 2/21 House minority and majority caucus, do pass; 2/7 House appro, withdrawn; 2/1 House Educ., do pass.

#### **HB2291:**

#### **SCHOOLS; PROHIBITED INSTRUCTION; CIVIL PENALTY**

Teachers, administrators, or other employees of a school district, charter school, or state agency involved with students and teachers in K-12 are prohibited from using public monies for instruction that presents any sort of blame or judgment on the basis of race, ethnicity, or sex. Establishes a list of concepts that these persons are prohibited from allowing instruction in or making part of any course, including that one race, ethnic group, or sex is inherently superior to another and that meritocracy or traits such as hard work ethic are racist or sexist. A teacher who violates this section is subject to disciplinary action, including suspension or revocation of the teacher's certificate. The Attorney General or the county attorney for the county in which an

alleged violation occurred may initiate a suit in superior court to enforce compliance. The court is authorized to impose a civil penalty of at least \$5,000 per school district, charter school, or state agency where the violation occurs. [Capitol Reports Note: Most of these provisions were originally signed into law as Laws 2021, chapter 404 (part of the FY2021-22 budget), but were deemed unconstitutional by the Arizona Supreme Court in Arizona School Boards Association et al v. State of Arizona.]

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

Status: 1/18 Referred to House Educ.

#### **HB2293:**

##### **SCHOOL EMPLOYEES; STUDENTS; GENDER PRONOUNS**

A public school is prohibited from requiring a school superintendent, principal or teacher or another officer or employee of a public school to use a sex or gender pronoun in reference to a student other than the sex or gender pronoun that corresponds to the sex listed on that student's birth certificate. A public school is prohibited from penalizing a school superintendent, principal or teacher or another officer or employee of a public school for refusing to use a sex or gender pronoun in reference to a student other than the sex or gender pronoun that corresponds to the sex listed on that student's birth certificate.

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

Status: 1/18 Referred to House Educ.

#### **HB2314:**

##### **PUBLIC SCHOOLS; RESTROOMS; REASONABLE ACCOMMODATIONS**

A public school is required to provide a reasonable accommodation to any person who is unwilling or unable to use either a multi-occupancy restroom or changing facility designated for the person's sex and located in a public school building or multi-occupancy sleeping quarters while attending a public school-sponsored activity, and who requests in writing a reasonable accommodation from the public school. Any person whose written request for a reasonable accommodation is denied by the public school has a private cause of action against the public school unless the public school can demonstrate that the accommodation would cause an undue hardship.

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

Status: 2/15 House Educ. held; 1/20 Referred to House Educ.

#### **HB2315:**

##### **SCHOOLS; MATERIALS; POSTING REQUIRED**

Before the beginning of each school year, each school district school and each charter school is required to post on its school website a descriptive link to a webpage listing all "classroom reading materials" (defined) that are required or recommended at the school, a webpage listing all audio presentations, video presentations and audiovisual presentations that are viewed or listened to in class, assigned to be viewed or listened to outside of class or recommended at the school, and a webpage that includes a link that allows a user to access a list of the school's library offerings.

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

Status: 1/20 Referred to House Educ.

#### **HB2322:**

##### **HAZING; HAZING PARAPHERNALIA; OFFENSE**

A person commits hazing, a class 1 (highest) misdemeanor, by intentionally, knowingly or recklessly, for the purpose of pledging, initiating, or affiliating a minor or student into an "organization" (defined) or for the purpose of continuing or enhancing membership or status in an organization, causes or forces a minor or student to take any of a list of specified actions, including violating a federal or state criminal law and enduring physical, mental, or sexual brutality. If hazing results in a person's death, the criminal classification is increased to a class 4 (lower mid-level) felony. Also establishes the crime of hazing planning or organizing, a class 2 (mid-level)

misdeemeanor, and the crime of knowingly owning, purchasing, selling, or manufacturing "hazing paraphernalia" (defined), a class 3 (lowest) misdemeanor. AS PASSED HOUSE

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

Status: 3/22 Senate minority and majority caucus, do pass; 3/16 from Senate Educ. with amend #4767; 2/15 Transmit to Senate; 2/8 House minority and majority caucus, do pass.

**HB2325:**

**SCHOOLS; INSTRUCTION; 9/11 EDUCATION DAY**

September 11 in each year must be observed as 9/11 Education Day, which is not a legal holiday. On 9/11 Education Day, each public school in Arizona is required to dedicate a portion of the school day to age-appropriate education on the terrorist attacks of September 11, 2001. The State Board of Education (SBE) is required to develop a list of recommended resources relating to age-appropriate education on the terrorist attacks of September 11, 2001 that align with the academic standards prescribed by the SBE.

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

Status: 3/22 Senate minority and majority caucus, do pass; 3/16 from Senate Educ., do pass 5-3; 2/24 Transmit to Senate; 2/23 House passed 39-20; 2/21 House minority and majority caucus, do pass; 2/15 House Educ., do pass 7-3; 1/20 Referred to House Educ.

**HB2333:**

**APPROPRIATION; K-12 ROLLOVER**

Makes a supplemental appropriation in FY2021-22 of an unspecified amount (blank in original) from the general fund to the Department of Education to distribute to school districts with fewer than 2,500 students that are located in counties with a population of at least 54,000 persons but less than 455,000 persons to eliminate the reduction in basic state aid and additional state aid entitlement made in the FY2021-22 budget.

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

Status: 3/30 Senate appro., do pass; 3/3 Referred to Senate appro.; 1/24 Referred to House Educ., appro.

**HB2352:**

**SCHOOL FACILITIES OVERSIGHT BOARD; CONTINUATION**

Continues the School Facilities Oversight Board, retroactive from July 1, 2022, until July 1, 2025.

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/22 Senate Educ., do pass 7-0; 2/10 Transmit to Senate; 2/8 House minority and majority caucus, do pass; 2/1 House Educ., do pass 10-0.

**HB2370:**

**SCHOOLS; MATERIALS; ACTIVITIES; POSTING; REVIEW**

Beginning in the 2022-23 school year, each school district and charter school governing board is required to ensure that each school under its authority prominently on a publicly accessible portion of its website a list of specified information, including the procedures for a parent to access the current learning materials used for student instruction, the procedures for the school principal to approve lesson plans, a listing of the learning materials and activities used for instruction at the school, a listing of available resources in the school library, and a copy of each survey administered at the school that solicits personal information about a student. This information must be displayed online at least seven days before the start of each school year. Establishes a complaint process that a party must follow prior to initiating legal action to enforce this requirement.

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

Status: 2/10 withdrawn; 1/24 Referred to House Educ.

**HB2373:**

**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: 1/27 Referred to House Educ.

**HB2383:**

**SCHOOL DISTRICT TAX LEVY; REDUCTION**

If a school district has a balance in the bond building fund and has no outstanding bonded indebtedness, the levy calculated for any additional primary school district tax levy must be reduced by an amount that results in a levy reduction of the bond building fund balance.

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

Status: 2/2 House ways-means held.

**HB2403:**

**APPROPRIATION; ADE; ELECTRIC SCHOOL BUSES**

Appropriates \$1.5 million from the general fund in FY2022-23 to the Department of Education to award grants to school districts to purchase electric school buses.

*First sponsor:* Rep. Solorio (D - Dist 30)

Status: 1/24 Referred to House Educ., appro.

**HB2414:**

**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: 3/8 Senate minority and majority caucus, do pass; 3/7 Senate consent calendar.

**HB2426:**

**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 FY2022-23 to the Auditor General for the cost study.

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

Status: 2/15 House Educ., do pass 8-2; 1/24 Referred to House Educ., appro.

**HB2439:**

**SCHOOL LIBRARY BOOKS; PARENTAL REVIEW**

School district governing boards are required to adopt procedures by which parents have access to the school's library catalog of available books or materials and by which parents may receive a list of books or materials borrowed from the library by their children. School boards are required to approve all books in school libraries. Before approval, a list of all books must be available for public review for at least 60 days.

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

Status: 3/8 Senate minority and majority caucus, do pass; 3/1 from Senate Educ., do pass 5-3; 2/15 Transmit to Senate; 2/3 retained on House COW calendar; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass amended.

**HB2448:**  
**FIREARMS SAFETY; TRAINING; SCHOOLS**

Beginning July 1, 2023, school districts and charter schools are required to provide public school students in grades 6 through 12 with one or more training sessions in firearms safety in an age appropriate manner. Information that must be included in the training is listed.

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

Status: 3/28 Senate minority and majority caucus, do pass; 3/22 Senate Educ., do pass 5-3; 2/25 Transmit to Senate; 2/24 House third reading passed 31-28; 2/21 House minority and majority caucus, do pass; 2/21 House RULES, do pass 8-0; 2/14 House MAPS, do pass amended 8-7.

**HB2453:**  
**GOVERNMENTAL ENTITIES; MASK REQUIREMENT; PROHIBITION**

A governmental entity may not impose any requirement to wear a mask or face covering anywhere on the governmental entity's premises, except where long-standing workplace safety and infection control measures THAT are unrelated to COVID-19 may be required. The requirements of this section do not apply to a special healthcare district established pursuant to title 48, chapter 31. For the purposes of this section, "governmental entity" means this state and any political subdivision of this state, including the judiciary that receives and uses state tax revenues.

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

Status: 3/8 Senate minority and majority caucus, do pass; 2/28 Senate GOV, do pass 4-3; 2/18 Transmit to Senate; 2/17 House third reading passed 31-28; 2/8 House minority and majority caucus, do pass; 2/7 House RULES, do pass 5-3; 2/2 House GE, do pass 7-6.

**HB2487:**  
**ARIZONA COMMUNITY SCHOOLS PILOT PROGRAM**

Establishes a five-year Arizona Community Schools Pilot Program in the Arizona Department of Administration (ADOA) to assist public schools in developing "community school" (defined) plans. Eligibility for a grant under the Program is established. ADOA is authorized to award various types of grants, with a maximum annual total of \$5 million. Public schools that receive grants are required to contract with a "community-based organization" to support the academic success of students by providing holistic support. Other requirements for grant recipients are established. Appropriates \$5 million from the general fund in each of FY2022-23 through FY2026- 27 to ADOA for the Program.

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

Status: 1/25 House Educ.

**HB2495:**  
**SCHOOLS; SEXUALLY EXPLICIT MATERIALS; PROHIBITION**

A public school in Arizona is prohibited from referring students to or using any "sexually explicit material" (defined) in any manner.

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

Status: 3/22 Senate minority and majority caucus, do pass; 3/16 from Senate Educ., do pass 5-3; 2/17 Assigned to Senate Educ. and Senate Rules; 2/4 Transmit to Senate; 2/3 House COW

approved with amend #4012 and floor amend #4078. Passed House 31-28; ready for Senate; 2/1 House minority and majority caucus, do pass; 1/25 House Educ., do pass amended.

**HB2533:**

**TRIBAL COLLEGE DUAL ENROLLMENT PROGRAM**

Authorizes the Tribal College Dual Enrollment Program to offer, to student members of a tribe living off of the reservation and other students, courses relating to tribal language, government and culture through intergovernmental agreements with high schools located outside of a reservation. Adds books and instructional materials to the costs for which the Program compensates tribal colleges. Allows the Office of Indian Education within ADE to provide technical assistance to tribal colleges and high schools in connection with initiating and operating a dual enrollment program. Clarifies that a course offered under this program must qualify for a certificate or degree program and must relate to tribal language, government, or culture or any other college subject.

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

Status: 2/8 House Educ., held.

**HB2555:**

**SCHOOLS; CIVICS INSTRUCTION**

The academic standards for high school graduation that the State Board of Education is required to prescribe must include a comparative discussion of political ideologies that conflict with the principles of freedom and democracy. The SBE is required to develop integrated civic education standards that include instruction on a list of specified topics, including the history and content of the Declaration of Independence and the history, meaning, and effect of the U.S. Constitution and the Bill of Rights.

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

Status: 1/24 Referred to House Educ.

**HB2557:**

**SCHOOL DISTRICT CANDIDATES; BALLOTS**

The names of candidates for school district governing board must appear on the ballot with partisan or independent designation, instead of without partisan or other designation.

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

Status: 1/24 Referred to House Educ.

**HB2561:**

**SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE**

Beginning in the 2024-2025 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 2023, 2024 and 2025. Emergency clause.

*First sponsor:* Rep. Blackwater-Nygren (R - Dist 7)

Status: 1/24 Referred to House Educ.

**HB2565:**

**ASDB; REVISIONS**

This bill makes several changes to the admissions process for the Arizona State Schools for the Deaf and Blind (ASDB) Clarifies that ASDB is considered a local education agency for students

enrolled in a campus-based model. Requires that a representative from a student's home school district shall represent and arrange placement and review of an Individualized Education Plan for that student when enrolling at ASDB. Requires the representative from the student's home school district on a placement and evaluation team to meet the following requirements:

- o Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities

- o Is knowledgeable about general education curriculum

- o Is knowledgeable about the availability of resources of the public agency

Adds a member of the placement and evaluation team to be a representative from ASDB. If the child will participate in the regular education environment, adds a regular education teacher to the placement and evaluation team. Adds the student, if appropriate, to be a participant in the placement and evaluation meeting. Requires ASDB to hold a placement meeting for a child who is enrolled in a campus based model at least annually to review the child's placement and invite a representative from the student's home district

- o If it is determined that ASDB is no longer the least restrictive environment, the home district shall enroll the child

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

Status: [3/22 Senate minority and majority caucus, do pass](#); [3/16 from Senate Educ., do pass 8-0](#); [2/21 Transmit to Senate](#); [2/21 House passed 54-4](#); [2/15 House minority and majority caucus, do pass](#).

#### **HB2566:**

##### **SPECIAL EDUCATION VOUCHERS; AMOUNT**

Establishes amounts for special education institutional vouchers for students enrolled in a campus-based program at the Arizona State Schools for the Deaf and Blind.

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

Status: [2/8 House Educ., do pass 10-0](#).

#### **HB2587:**

##### **PUBLIC RECORDS; POINT OF CONTACT**

Any entity that is subject to a public records request is required to provide the name and contact information of the employee who is authorized and able to provide the information requested. An employee who is authorized and able to provide public records information is required to reply within five business days acknowledging receipt of the request.

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

Status: [3/28 Senate minority and majority caucus, do pass](#); [2/28 Senate GOV do pass 7-0](#); [2/24 Transmit to Senate](#); [2/23 House do pass amended 49-10](#); [2/3 from House gov-elect do pass](#).

#### **HB2614:**

##### **SCHOOLS; COMMUNICATIONS; PUBLIC RECEIPT OPTION**

If a school district provides districtwide communications to community members via an electronic platform, the school district's home website is required to prominently display a public option to receive these communications. School districts are prohibited from removing any person from the school district's electronic communications distribution list for district-wide messaging unless the person elects to no longer receive these communications.

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

Status: [2/1 House second read](#); [1/31 Referred to House Educ.](#)

#### **HB2632:**

##### **CIVICS TEST; PASSING SCORE**

Increases to 70, from 60, the number of questions a student must correctly answer on a test identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services in order to graduate from high school. A student in grade 7 or 8 is permitted to take the test, and if the student correctly answers at least 70 of the 100 questions, the school district or charter school is required to document that the student has passed the test on the student's transcript, and the student is not required to take the test again in high school.

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

Status: [3/24 Signed by Governor](#); [3/18 Transmitted to Governor](#); [3/17 Passed Senate 22-7](#); 2/18 Transmit to Senate; 2/17 House third reading, passed 59-0; 1/31 Referred to House Educ.

**HB2638:**

**CURRICULUM; ASIAN AMERICAN PACIFIC ISLANDERS**

Appropriates \$100,000 from the general fund in FY2022-23 to the Department of Education to issue a grant to a nonprofit organization located in Arizona to develop a curriculum on the history and contributions of Asian American Pacific Islanders in the United States.

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

Status: 1/31 Referred to House Educ., appro.

**HB2667:**

**GRANTS; SCHOOL COUNSELORS; SOCIAL WORKERS**

Beginning in the 2027-2028 school year, if sufficient monies are appropriated for this purpose, each school district and charter school is required to hire at least one school counselor or school social worker for every 550 students who are enrolled in the school district or charter school. Establishes the School Counseling or School Social Work Plan Grant Fund, to be administered by the Department of Education to assist with the costs of implementing school counseling or school social work plans. Establishes an application process for grant monies from the Fund. Appropriates the following amounts from the general fund in the following fiscal years to the Fund: \$19 million in FY2022-23, \$38 million in FY2023- 24, \$57 million in FY2024-25, \$76 million in FY2025-26, and \$95 million in FY2026-27.

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

Status: 2/3 Referred to House Educ., appro.

**HB2707:**

**PUBLIC SCHOOLS; MOMENT OF SILENCE**

Overview: Current law states that time be set aside for students who wish to recite the pledge of allegiance. Provisions: Requires school districts and charter schools to set aside time for at least one minute but not more than two minutes at the beginning of the school day for a moment of silence which students may not interfere with other students' participation. Prohibits teachers or other staff from suggesting the nature of any reflection in which the student may engage in during the moment of silence. Requires teachers to encourage parents of students in the class to discuss with their children how to best use the moment of silence.

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

Status: [3/31 Senate COW, do pass](#); [3/28 Senate minority and majority caucus, do pass](#); [3/22 Senate Educ., do pass 6-2](#); [3/8 Referred to Senate Educ.](#); 2/24 House passed 47-12; 2/21 House minority and majority caucus, do pass; 2/18 Transmit to Senate; 2/15 House Educ., do pass 8-1.

**HB2739:**

**SCHOOL BOARD ASSOCIATIONS; OPEN MEETINGS**

Requires all meetings of an association of school boards (association) and the board of directors of an association (board) to be open to the public. Prohibits an employee of an association of school districts from holding membership on a school district governing board.

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

Status: 2/23 House failed 30-29; 2/21 House minority and majority caucus, do pass; 2/15 House Educ., do pass 5-4; 2/8 Introduced.

**HB2800:**

**CONCURRENT COURSEWORK; AVERAGE DAILY MEMBERSHIP**

Requires a student to receive at least a C grade or higher in a community college or university course for a school district or charter school to include a student enrolled in concurrent coursework in ADM calculations. Specifies, for each community college or university course for which three credits are earned with a C grade or higher, 1/8 of an ADM is generated. Increases the maximum ADM a full-time high school student who attends concurrent enrollment classes may generate

from 1.0 to 1.25.

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

Status: 2/21 House appro failed to pass 4-9; 2/15 House Educ., do pass 6-3; 2/8 Introduced.

**HB2820:**

**SCHOOL SAFETY; SCHOOL RESOURCE OFFICERS**

Allows school resource officers and juvenile probation officers to respond to 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 the property of the school. Requires a school district or charter school that enters into an agreement with a law enforcement agency for the purpose of hiring a school resource officer or a juvenile probation officer to provide that the school resource officer or juvenile probation officer:

- o Focus on building positive relationships between students, school staff, and the community
- o Is not responsible for student discipline unless the school resource officer or juvenile probation officer is authorized to respond
- o Complete the following trainings administered by a national association of school resource officers on or before January 1, 2023
  - A basic school resource officer course that both:
    - Is designed for law officers and school safety professionals working in an educational environment
    - Provides tools for school resource officers and juvenile probation officers to build positive relationships with both students and staff
  - An adolescent mental health training that is designed to help school safety professionals and school personnel to identify and respond to students suspected of having a mental health need

Prohibits school districts and charter schools from allowing a school resource officer or juvenile probation officer on campus if they have not completed the trainings required on or before January 1, 2023. Requires every school district and charter school to report to ADE the number of school resource officers or juvenile probation officers per school within the school district or per charter school and the agencies of each school resource officer or juvenile probation officer. Appropriates \$173K to ADE from the state general fund in FY22 to cover the cost of the basic school officer training course. Appropriates \$68K to ADE from the state general fund in FY22 to cover the cost of the adolescent mental health training course.

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

Status: 2/15 House Educ., do pass 6-4; 2/9 Introduced.

**HCM2003:**

**INDIAN BOARDING SCHOOLS; URGING INVESTIGATION**

Declares that the Legislature prays that the United States Department of the Interior:

- o Investigate all 51 of the former and current Indian boarding schools in Arizona
- o Use ground penetrating radar to look for unmarked graves and return any discovered remains to their families or tribes, as requested, for appropriate repatriation and burial. Directs the Arizona Secretary of State to transmit copies of this memorial to the DOI Secretary

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

Status: 2/8 House minority and majority caucus, do pass; 2/1 House Educ., do pass.

## SENATE BILLS

### **SB1010:**

#### **SCHOOL DISTRICTS; PROTESTING; PARTISAN ELECTIONS**

Prohibits school districts from ejecting or retaliating against peaceful protesters from protesting after school hours on a school property or any other location where a governing board meeting or any other school-related meeting is occurring.

Prohibits school districts from requiring protesters to apply, request a permit, or any other kind of authorization in order to engage in peaceful protesting.

Defines “peaceful protesting” as all of the following:

- o Does not pose an obvious threat to persons
- o Does not damage property
- o Does not interfere with or disrupt activities occurring on school property or in the vicinity where the school meeting is taking place

Requires elections for school district governing board members to be conducted using a partisan primary election ballot for elections occurring after January 1, 2023.

*First sponsor:* Sen. Ugenti (R - Dist. 23)

Status: 1/25 Senate Educ., failed to pass 4-4.

### **SB1011:**

#### **SCHOOL BOARD ASSOCIATIONS; MEMBERSHIP; PAYMENT**

Prohibits school districts from using tax monies to pay for their membership in a state school board association or a national school board association.

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

Status: 1/25 from Senate rules okay; 1/18 Senate Educ., do pass.

### **SB1036:**

#### **SCHOOLS; FLAGS; DISPLAY; CIVIL PENALTY**

Section 1. Section 15-506, Arizona Revised Statutes, is amended to read:

15-506. Flag, Constitution and Bill of Rights display; recitation of pledge of allegiance; exemption; civil penalty

A. School districts and charter schools shall:

1. Acquire United States flags that are manufactured in the United States and that are at least two feet by three feet and hardware to appropriately display the United States flags.
2. For grades seven through twelve, acquire a legible copy of the Constitution of the United States and the Bill of Rights that is manufactured in the United States.
3. Display the flags in accordance with title 4 of the United States Code in each classroom and on or near the outside of the school building during school hours and at such other times as the school authorities direct.
4. For grades seven through twelve, place a legible copy of the Constitution of the United States and the Bill of Rights adjacent to each classroom flag.
5. Set aside a specific time each day for ~~those~~ students who wish to recite the pledge of allegiance to the United States flag.

B. Private schools, parochial schools and homeschools are exempt from this section.

C. A school district or charter school that violates this section is subject to a civil penalty of not more than \$1,000 for each violation. The attorney general shall impose and collect the civil penalties under this subsection.

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

Status: 2/9 Transmit to House; 2/9 Senate third reading passed 16-13; 2/2 from Senate Educ. with amend #4050.

**SB1046:****BIOLOGICAL SEX; INTERSCHOLASTIC ATHLETICS**

An interscholastic, intercollegiate, intramural, or club athletic team or sport that is sponsored by an "educational institution" (defined) of the state of Arizona and each educational institution whose students or teams compete against an educational institution sponsored by the state of Arizona is required to be expressly designated as one of the following based on biological sex: males, men or boys; females, women or girls; and coed or mixed sex. Athletic teams or sports designated for females, women or girls cannot be open to students of the male sex. If disputed, a student may establish the student's sex by presenting a signed physician's statement that indicates the student's sex based only on the student's internal and external reproductive anatomy, the student's normal endogenously produced levels of testosterone, and an analysis of the student's genetic makeup. Does not apply to a student born with a medically verifiable genetic disorder of sex development. Any student who is deprived of an athletic opportunity or suffers any direct or indirect harm as a result of a violation of these requirements has a private cause of action for injunctive relief, damages and any other relief available under law against the educational institution. Any student who is subject to retaliation or other adverse action by an educational institution or athletic association or organization as a result of reporting a violation of this section has a private cause of action for injunctive relief, damages and any other relief available under law against the educational institution or athletic association or organization. A civil action must be initiated within two years after the harm occurs. Emergency clause.

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

**SB1062:****DROPOUT RECOVERY PROGRAMS; REPORT; POSTING**

The Arizona Department of Education (ADE) is required to post the annual report on the Dropout Recovery Program on the ADE website.

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

Status: 3/22 house Educ., withdrawn, referred to House app.; 2/23 Senate third reading, passed 28-0; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass 8-0; 1/20 further referred to Senate Educ.

**SB1068:****CHARTER SCHOOLS; TEACHERS; FUNDING**

Allows a charter school to compute and receive funding for the Teacher Experience Index (TEI).

- o Allows schools to include all full time equivalent teachers, regardless of certification status, to be eligible for TEI funding.

Allows a charter school to calculate and receive additional teacher compensation funding, if approved by the State Board of Education (SBE).

Requires a charter school applying to SBE for additional teacher compensation funding to document:

- o That the school's teacher performance evaluation system meets the same standards recommended by SBE for school districts
- o The employees evaluating teachers for retention meet the minimum qualifications for an evaluator recommended by SBE for school districts

Defines "teacher compensation" as salaries, employee fringe benefits, and other non salary benefits for all teachers regardless of certification status.

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

Status: 2/24 Senate COW, do pass; 2/8 Senate minority and majority caucus, do pass; 1/25 from Senate rules okay; 1/24 referred to Senate rules; 1/18 Senate Educ., do pass.

**SB1082:****ASRS; EMPLOYER CONTRIBUTIONS; PREPAYMENT**

An Arizona State Retirement System (ASRS) employer may prepay the employer's "401(a) pension contributions" (defined) directly to ASRS according to a written agreement between the employer and ASRS. Establishes a process for ASRS to manage prepaid pension contributions. Emergency clause.

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

Status: [3/24 from House gov-elect with amend #4861](#); [3/16 House gov-elect, held](#); [2/3 Senate COW approved with floor amend #4091](#).

**SB1083:****ASRS; MODIFICATIONS**

Various changes to statutes relating to the Arizona State Retirement System (ASRS). Provisions include: Expands the definition of "eligible retirement plan" to include, for distributions made after December 18, 2015, a simple retirement account that satisfies the requirements of section 408(p) of the federal Internal Revenue Code. In determining the past service funding period, the ASRS Board is required to seek to improve the funded status whenever the trust fund is less than 100 percent funded. Eligibility to elect to in a supplemental employee deferral plan is limited to employees who are not eligible to participate in a public retirement system established in statute. AS PASSED SENATE

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

Status: [3/29 House minority and majority caucus, do pass](#); [3/28 House Rules, do pass 7-0](#); [3/14 House Rules, held](#); [3/2 from House gov-elect., do pass 11-0](#); [1/27 passed Senate 27-0](#); ready for House.

**SB1131:****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" (defined elsewhere in statute) who is employed full-time and who provides direct patient care.

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

Status: [2/8 Senate Educ., failed to pass 4-4](#); [1/11 referred to Senate Educ.](#)

**SB1159:****TEACHER CERTIFICATION; LEADERSHIP PREPARATION PROGRAMS**

Expands the list of pathways for the issuance of a teaching certificate to include traditional teacher preparation programs, and any training or preparation pathway adopted by the State Board of Education (SBE). Deletes the requirement for a teacher certification renewal applicant to have at least 10 years of verified full-time experience in Arizona in the area in which the person is seeking renewed certification. School districts and charter schools are authorized to apply to SBE for authority to approve the certification of principals, assistant principals, supervisors and other school-level leadership positions as a locally based school leadership preparation program provider. SBE is required to adopt rules for this program, and provisions that must be included in the rules are listed. A school district or charter school is permitted to employ and enroll any interim principal, interim assistant principal or interim supervisor certification holders with a bachelor's degree into its locally based school leadership preparation program.

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

Status: [3/29 House minority and majority caucus, do pass](#); [3/28 House Rules, do pass 7-0](#); [3/23 House Educ., do pass amended 5-4](#); [3/8 Referred to House Educ.](#); [2/1 Senate minority and majority](#)

caucus, do pass; 2/1 from Senate rules okay.

**SB1165:**

**INTERSCHOLASTIC; INTRAMURAL ATHLETICS; BIOLOGICAL SEX**

An interscholastic or intramural athletic team or sport that is sponsored by a public or private school whose students or teams compete against a public school is to be expressly designated as one of the following based on biological sex: males, men or boys; females, women or girls; and coed or mixed sex. Athletic teams or sports designated for females, women or girls cannot be open to students of the male sex. Any student who is deprived of an athletic opportunity or suffers any direct or indirect harm as a result of a school knowingly violating these requirements has a private cause of action for injunctive relief, damages and any other relief available under law against the school. Any student who is subject to retaliation or other adverse action by a school or association or organization as a result of reporting a violation of this section has a private cause of for injunctive relief, damages and any other relief available under law against the school or athletic association or organization. Any school that suffers any direct or harm as a result of a violation has a private cause of action for injunctive relief, damages and any other relief available under law against the government entity, the licensing or accrediting organization or the athletic association or organization. A civil action must be initiated within two years after the alleged violation occurs. Contains legislative findings.

Severability clause.

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

Status: 3/30 Signed by Governor; 3/24 House COW approved, passed House 31-24; Ready for Governor; 3/14 from House Rules okay; 2/2 Senate COW approved. Passed Senate 16-13; ready for House.

**SB1189:**

**SCHOOL COUNSELORS; GRANTS**

Beginning in the 2027-2028 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, 2023 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 FY2022-23, \$38 million in FY2023-24, \$57 million in FY2024-25, \$76 million in FY2025-26, and \$95 million in FY2026-27.

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

Status: 1/13 referred to Senate Educ., appro.

**SB1195:**

**CHILDHOOD TRAUMA TRAINING; PROGRAM; APPROPRIATION**

Beginning in the 2023-2024 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 FY2022-23 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. Hatathlie (D - Dist. 7)

Status: 1/18 referred to Senate Educ., appro.

**SB1198:**

**LOCAL GOVERNMENTS; LOBBYING; PROHIBITION**

Counties, municipalities, school districts, and other political subdivisions and any person acting on behalf of a political subdivision are prohibited from entering into a contract with a person or entity for lobbying services and from spending monies for any person or entity to lobby on behalf of that political subdivision unless that person is directly employed by the political subdivision. If a county, municipality, school district or other political subdivision is a member of an organization of which the majority of the members are composed of political subdivisions or other public bodies, no portion of membership dues may be authorized for lobbying activities.

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

Status: [3/7 FAILED Senate 12-17](#); 1/18 referred to Senate gov.

**SB1211:**

**SCHOOLS; MATERIALS; ACTIVITIES; POSTING; REVIEW**

Beginning in the 2022-23 school year, each school district and charter school governing board is required to ensure that each school under its authority prominently displays on a publicly accessible portion of its website a list of specified information, including the procedures for a parent to access the current learning materials used for student instruction, the procedures for the school principal to approve lesson plans, a listing of the learning materials and activities used for instruction at the school, a listing of available resources in the school library, and a copy of each survey administered at the school that solicits personal information about a student. This information must be displayed online at least seven days before the start of each school year. Establishes a complaint process that a party must follow prior to initiating legal action to enforce this requirement.

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

Status: [3/28 House appro., do pass 8-5](#); [3/23 Withdrawn from House Educ., referred to House appro.](#); [3/16 Referred to House Educ.](#); 2/8 Senate minority and majority caucus, do pass; 2/2 from Senate Educ. with amend #4054.

**SB1213:**

**SCHOOL FUNDING; INFLATION ADJUSTMENT**

Beginning in FY2022-23, the Legislature is required to increase the amount of district additional assistance and charter additional assistance by at least two percent. For FY2023-24 and each fiscal year after, the Legislature is required to increase the amount of 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. The amount of district additional assistance and charter additional assistance cannot be reduced below the base level established for FY2022-23.

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

Status: 1/19 referred to Senate appro.

**SB1221:**

**EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL**

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2022 general election to repeal the expenditure limitation for school districts. If enacted, applies to FY2023-24 and after. 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. Bowie (D - Dist. 18)

**SB1244:****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 FY2022- 23, only schools in which 96 percent or more of the students meet the economic eligibility requirements qualify for the FRPL group B weight. For FY2023-24, 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. Marsh (D - Dist. 28)

Status: 1/20 referred to Senate Educ., appro.

**SB1246:****SCHOOL BUSES; ELECTRIFICATION; CONTRACTS**

School districts are authorized to select a preapproved contract carrier or private party that provides electric school buses, electric school bus charging infrastructure, charging and charging management services, and/or electric school bus services, and that has received approval from the School Bus Advisory Council. The Council is required to finalize a process for soliciting preapprovals within six months after the effective date of this legislation, and is required to finalize an initial list of preapproved contract carriers and private parties within one year after the effective date of this legislation. Contains legislative findings.

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

Status: 3/15 House minority and majority caucus, do pass; 3/14 from House Rules okay 7-0; 2/17 Senate COW, do pass amended; 2/15 Senate minority and majority caucus, do pass; 2/8 Senate Educ., do pass amended 8-0; 1/20 referred to Senate Educ.

**SB1296:****CLASS SIZE LIMITS; POLICIES; APPROPRIATIONS**

Beginning in the 2027-2028 school year, the governing board or governing body of each local education agency in Arizona is required to implement a policy that provides for the following class sizes: for K-3, an average class size of 18 and maximum class size of 21, for grades 4-8 an average class size of 22 and maximum class size of 27, for grades 9-12 an average class size of 25 and maximum class size of 30, and for career technical education an average class size of 20 and maximum class size of 25. As session law, appropriates the following amounts from the general fund to the Classroom Site Fund in the following fiscal years: \$200 million in FY2022-23, \$400 million in FY2023-24, \$600 million in FY2024-25, and \$800 million in FY2025-26. As permanent law, appropriates \$1 billion from the general fund in FY2026-27 and each FY after to the Classroom Site Fund.

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

Status: 1/24 referred to Senate Educ., appro.

**SB1326:****SCHOOLS; COURSE EQUIVALENTS**

Beginning in the 2023-2024 school year, school districts and charter schools are authorized to approve course equivalents through which students in grades 9 through 12 receive up to two elective credits total during grades 9 through 12 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 through these methods. The State Board of Education is required to adopt a framework for schools to carry out this legislation. AS PASSED SENATE

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

Status: 3/29 House minority and majority caucus, do pass; 3/28 House Rules do pass 7-0; 3/23 House Educ., do pass 6-4; 3/8 referred to House Educ.

**SB1327:**

**ALTERNATIVE ASSESSMENT ADVISORY COMMITTEE**

The Department of Education is required to establish an Alternative Assessment Advisory Committee to consider the findings, conclusions and recommendations of the alternative assessment study committee established in 2021. Retroactive to November 23, 2021. Emergency clause.

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

Status: 3/29 House minority and majority caucus, do pass; 3/28 House Rules do pass 7-0; 3/23 House Educ., do pass 9-1; 3/1 Referred to House Educ.; 2/15 Transmit to House; 2/15 Senate Educ. do pass. 29-0.

**SB1328:**

**~~SCHOOLS; PROTECTIVE EYEWEAR; TERMINOLOGY~~  
HIGH-QUALITY TEACHER PROGRAM**

This bill was subject to a strike-everything amendment in the Senate Education committee. As amended, it codifies the High Quality Teacher Professional Development Pilot Program into statute.

- Directs the Arizona Department of Education (ADE) to establish a high quality teacher professional development program.
- Requires the program to issue scholarships and grants through a competitive process to certificated teachers who wish to gain additional credentials and certifications to teach in high-need content areas.
- Clarifies that grants may not exceed \$2,000 per applicant and a teacher who earns a scholarship must commit to teach in Arizona for at least three years after receipt of the credential.

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

Status: 3/1 House Educ., do pass 9-1; 2/23 Referred to House Educ.; 2/10 Transmit to House; 2/10 Senate Educ. do pass. 28-0; 2/2 from Senate Educ. with amend #4055.

**SB1329:**

**~~ARIZONA NATIONAL RANKINGS; RANKED STATES~~  
EARLY BALLOTS; TABULATING**

The Department of Education is required to attempt to identify the characteristics of the top 15 ranked states and the bottom 15 ranked states, increased from the top 10 and bottom 10, on the national ranking study of the performance of each state's schools.

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

Status: 3/29 House minority and majority caucus, do pass; 3/28 House Rules do pass 7-0; 3/24 House gov-elect., do pass 12-0; 3/16 Referred to House gov-elect.; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass amended/strike-everything 8-0; 1/25 referred to Senate Educ.

**SB1361:**

**SCHOOLS; CERTIFICATES OF EDUCATIONAL CONVENIENCE**

Modifies requirements and procedures for obtaining a certificate of educational convenience, which authorizes a student to attend a school in an adjoining school district outside of Arizona. Before the certificate is issued, the school district of actual attendance is required to enter into an agreement with the school district of the student's residence that provides that the school district of actual attendance will provide funding for any student who resides within the school district of actual attendance and who attends a school in this state that is in the school district with which the school district of actual attendance is entering an agreement.

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

Status: 3/22 House Educ., do pass 9-1; 3/8 House Educ., held; 2/25 Transmit to House; 2/24 Senate Educ. do pass. 28-0; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass amended/strike-everything 8-0; 1/25 referred to Senate Educ.

**SB1412:**

**BACCALAUREATE DEGREES; SUBSTITUTE CERTIFICATES**

A person who obtains a substitute teaching certificate is exempt from the teacher certification requirement to have a baccalaureate degree.

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

Status: 3/28 House appro., do pass amended/strike everything 8-5; 3/24 House appro., strike everything; 3/22 House Educ., withdrawn, referred to House appro.; 3/8 House Educ., held; 2/25 Transmit to House; 2/24 Senate Educ. do pass. 17-11; 2/15 Senate minority and majority caucus, do pass; 2/8 Senate Educ., do pass 4-3; 1/26 referred to Senate Educ.

**SB1466:**

**PUPILS WITH CHRONIC HEALTH CONDITIONS**

Changes the terminology in statute governing school policies concerning students with chronic health conditions, previously referred to as chronic health problems.

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

Status: 3/22 House Educ., held; 2/24 Transmit to House; 2/23 Senate Educ. do pass. 28-0; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass 8-0; 1/27 referred to Senate Educ.

**SB1494:**

**COVID-19 VACCINE; UNEMPLOYMENT INSURANCE**

The Department of Economic Security is prohibited from disqualifying an individual from receiving unemployment insurance benefits on the basis of the individual's separation from employment if the individual leaves employment due to the employer's requirement that the employee receive a COVID-19 vaccine or COVID-19 booster shot. Unemployment insurance benefits paid to an individual in this circumstances cannot be charged against an employer's account if the employer's requirement that employees receive the COVID-19 vaccine or COVID-19 booster shot is required by law.

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

Status: 3/15 House com., do pass 7-2; 2/25 Transmit to House; 2/24 Senate, do pass 19-9; 2/8 Senate minority and majority caucus, do pass; 2/3 Senate com, do pass 8-0.

**SB1519:**

**SPECIAL EDUCATION; COST STUDIES**

~~By December 1, 2022~~ On or before June 30, 2023 and every ~~two~~ four years thereafter, the Department of Education is required to complete a cost study of special education programs.

Appropriates \$500K from the general fund in FY27 and every four fiscal years thereafter to ADE to complete the cost study

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

Status: 3/7 House appro., strike everything; 3/2 Referred to House appro.; 2/24 Transmit to House; 2/23 Senate Educ. do pass. 25-3; 2/15 Senate minority and majority caucus, do pass; 2/8 Senate Educ., do pass amended 7-0; 1/31 referred to Senate Educ.

**SB1617:**

**SCHOOL DISTRICTS; PROPERTY; PEACEFUL PROTESTING**

A school district is prohibited from ejecting from school property or from the vicinity of any location where a school district governing board meeting is taking place, and from taking any other adverse action against a person or a group of people engaging in "peaceful protesting"

(defined) after school hours. Peaceful protesting on school property after school hours or in the vicinity of any location where a school board meeting is taking place after school hours is not a violation of interference with or disruption of an educational institution. A school district cannot require a person or a group of people to apply, request a permit or secure any other form of authorization to engage in peaceful protesting on school property after school hours or in the vicinity of any location where a school board meeting is taking place after school hours.

*First sponsor:* Sen. Ugenti-Rita (R - Dist. 23)

Status: 2/25 Transmit to House; 2/24 Senate, do pass 16-12; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass 5-3; 2/1 referred to Senate Educ.

#### **SB1630:**

##### **SCHOOL BUSES; STUDENT TRANSPORTATION; VEHICLES**

A school district or charter school in Arizona or a privately owned and operated entity that is contracted for compensation with a school district or charter school in Arizona is authorized to use a motor vehicle that is designed to carry at least 11 and not more than 15 passengers to transport students to or from home or school on a regularly scheduled basis. The Department of Public Safety is required to adopt rules prescribing minimum standards for the design, equipment, and periodic inspection of these motor vehicles. Modifies the membership and duties of the Student Transportation Advisory Council.

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

Status: 3/29 House minority and majority caucus, do pass; 3/28 House Rules do pass 7-0; 3/23 House Educ., do pass 6-3; 3/8 Referred to House Educ.; 2/23 Senate COW, retained; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass 5-3; 2/1 referred to Senate Educ.

#### **SB1649:**

##### **DROPOUT RECOVERY PROGRAMS; ONLINE INSTRUCTION**

Authorizes an alternative school within a school district or an alternative charter school to offer a dropout recovery program (DRP) and narrows the prohibition on an Arizona Online Instruction (AOI) provider operating a DRP to apply to an AOI online course provider or an online school. Modifies DRP eligibility, administration and reporting requirements. *First sponsor:* Sen. Boyer (R - Dist. 20)

Status: 3/28 House [appro., held](#); 3/24 House [appro., strike everything](#); 3/23 House Educ., [withdrawn, referred to House appro.](#); 3/17 Referred to House Educ.; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass amended/strike-everything 6-2; 2/1 referred to Senate Educ.

#### **SB1657:**

##### **ESAS; STOS; STUDENT EMPOWERMENT FUND**

This bill expands the types of students eligible to receive an Empowerment Scholarship Account (ESA), makes changes to the administration of the program, the list of allowable expenses for an ESA recipient, and makes changes to the Classroom Site Fund and School Tuition Organizations.

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

Status: 3/23 House [ways-means, do pass amended 6-4](#); 3/16 Referred to House rules only; 2/17 Transmit to House; 2/16 Senate Educ. do pass. 16-12; 2/15 Senate minority and majority caucus, do pass; 2/8 Senate Educ., do pass 5-3; 2/2 referred to Senate Educ.

#### **SB1707:**

##### **ESAS; GRANT RECIPIENTS; QUALIFIED STUDENTS**

Beginning in the 2022-2023 school year, any student who received a grant under the COVID-19 educational recovery benefit program or the open for learning recovery benefit program on or before June 30, 2022 is deemed a qualified student for the purposes of the empowerment scholarship account program. Emergency clause.

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

Status: 3/23 House [appro., do pass amended/strike everything 12-1](#); 3/10 Referred to House [appro.](#); 2/17 Transmit to House; 2/16 Senate Educ. do pass. 16-12; 2/15 Senate minority and majority caucus, do pass; 2/8 Senate Educ., do pass 5-3; 2/2 referred to Senate Educ.

**SCR1049:**

**EDUCATIONAL OPPORTUNITIES; CHILDREN; SUPPORT**

The members of the Legislature express support for opportunities in education for all children.

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

Status: 3/21 House [land-agri-rural affairs do pass amended/strike everything 8-1](#); 3/14 Referred to House [land-agri-rural affairs](#); 2/24 Transmit to House; 2/23 Senate Educ. do pass. 20-8; 2/21 Senate minority and majority caucus, do pass; 2/15 Senate Educ., do pass 8-0; 2/2 referred to Senate Educ.



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

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**DATE OF MEETING:** April 12, 2022

**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 for the following respective administrator positions: (1) Coronado K-8 School Principal, (2) Donaldson Elementary School, and (3) Harelson Elementary School Principal. Pertinent information about the recommendation for each position is set forth below.

**1. Coronado K-8 School Principal**

The position of Principal of Coronado K-8 School was advertised as open for Fiscal Year 2022-2023 and qualified applicants reviewed. Tassi Call, Matt Munger, Rowdy Frederiksen, and Bethany Papajohn screened twelve files for the position. Five candidates were selected to interview with the committee. The individuals interviewed were: Robert Jewett, Todd Garelick, Jennifer Letts, Joshua Peebles, and Charlene Roll.

The interview committee consisted of:

- Becka Elton, Parent of a student at Coronado K-8
- Ruth Galindo Rosenbaum, Counselor at Coronado K-8
- Rebecca Green, Teacher at Coronado K-8
- Michael McConnell, Principal of Innovation Academy
- Kristy Milne, Parent of a student at Coronado K-8
- Jane Morales, Teacher at Coronado K-8
- Matt Munger, Associate Superintendent for Secondary Education
- Liesl Scheffel, Teacher at Coronado K-8
- Jason Weaver, Principal at Harelson Elementary
- Shirley White, Registrar at Coronado K-8

Based on the ratings of the interview committee, the following two candidates were brought forward for a second interview on Monday, March 28, 2022: Todd Garelick and Jennifer Letts. The interview committee consisted of the following individuals:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Michelle Tong, Associate to the Superintendent and General Counsel
- Kristin McGraw, Executive Director of Student Services
- Julie Valenzuela, Director of 21<sup>st</sup> Century Education

Based on the ratings of the second interview committee, Jennifer Letts was recommended as the finalist to interview with Superintendent Todd Jaeger on Monday, April 4, 2022.

Superintendent Todd Jaeger recommends **Jennifer Letts** for the position of Principal of Coronado K-8 School for Fiscal Year 2022-2023.



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

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**2. Donaldson Elementary School Principal**

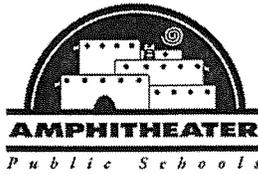
With the Governing Board's approval of Jennifer Letts as Principal of Coronado K-8 School, the position of Donaldson Elementary School Principal will become vacant for Fiscal Year 2022-2023. While small in number, the Donaldson school community is vital in the Amphitheater District so it is important that the principal vacancy created by Ms. Letts' promotion be filled as soon as possible to provide continuity for students, staff, and families in the Donaldson community.

The standard administrative screening and interview process takes between six to eight weeks to complete. If followed, a school principal will not be identified for Donaldson until summer. Also, the competition to hire experienced school administrators is higher than ever this spring after senior administrators throughout the county have announced plans to retire following back-to-back-to-back pandemic school years. In prior years, Administration has recommended using an interim appointment when principal positions become vacant so late in the school year to ensure consistency and continued success for the community. The concern is that many of the qualified candidates will already be under contract by the time the Donaldson community will be ready to interview potential principal applicants.

Fortunately, Amphitheater Public Schools has an experienced administrator on staff who is available to serve as an interim principal for Donaldson Elementary School next year. The District hired Andrew Szczepaniak last year as Principal of Amphi Academy Online when community requests for a fully online school were high due to COVID-19. As community transmission of the disease have dwindled and school-aged children have become eligible to receive a COVID-19 vaccination, more families indicate plans to return to traditional learning on a school campus next year. The decreased number of families desiring fully online school next year provides a unique opportunity for the Donaldson community to be able to work with Principal Szczepaniak on an interim basis, while he continues to oversee the online school, to end the school year knowing their principal and continue the important work that they are currently doing without interruption.

Principal Szczepaniak has closely worked with Principal Letts on elementary curriculum this year. He is a skilled administrator who came to the District with elementary experience. Administration met with Principal Szczepaniak this week to structure plans designed to ensure success for both schools next year. If appointed as interim Donaldson Elementary School Principal, Principal Szczepaniak will operate Amphi Academy Online from the Donaldson campus, which means he will be available to the Donaldson community full time. Amphi Academy Online already operates efficiently with limited staff, and until this year, it did not have a full-time administrator overseeing it. The lower enrollment numbers for both schools in FY 2022-2023 means that Principal Szczepaniak can supervise both without interruption to the other.

Superintendent Todd Jaeger recommends that **Andrew Szczepaniak** be appointed into the position of Donaldson Elementary School Principal on an interim basis for FY 2022-2023 while he continues to supervise Amphi Academy Online.



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

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**3. Harelson Elementary School Principal**

The position of Principal of Harelson Elementary School was advertised as open for Fiscal Year 2022-2023 and qualified applicants reviewed. Tassi Call, Matt Munger, Rowdy Frederiksen, Elizabeth Jacome, and AJ Malis screened fifteen files for the position. Five candidates were selected to interview with the committee. The individuals interviewed were: Kristy Esquerro, Todd Garelick, Stephanie Hayes, Robert Jewett, and Charlene Roll.

The interview committee consisted of:

- Tara Bulleigh, Principal of Canyon del Oro High School
- Tassi Call, Associate Superintendent for Elementary Education
- Megan George, Parent of a student at Harelson Elementary
- Chris Gutierrez, Principal of Cross Middle School
- Lisa Hernandez, Administrative Assistant at Harelson Elementary
- Andrea Klein, Teacher at Harelson Elementary
- Lizabeth Loehr, Teacher at Harelson Elementary
- Leah Noreng, Parent of a student at Harelson Elementary
- Christine Petersen, Counselor at Harelson Elementary
- Lori Price, Parent of a student at Harelson Elementary
- Shauna Thomas, Teacher at Harelson Elementary
- Robyn Yewell, Teacher at Harelson Elementary

Based on the ratings of the interview committee, the following two candidates were brought forward for a second interview on Monday, March 28, 2022: Stephanie Hayes and Robert Jewett. The interview committee consisted of the following individuals:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Michelle Tong, Associate to the Superintendent and General Counsel
- Kristin McGraw, Executive Director of Student Services
- Julie Valenzuela, Director of 21<sup>st</sup> Century Education

Based on the ratings of the second interview committee, Stephanie Hayes was recommended as the finalist to interview with Superintendent Todd Jaeger on Monday, April 4, 2022.

Superintendent Todd Jaeger recommends **Stephanie Hayes** for the position of Principal of Harelson Elementary School for Fiscal Year 2022-2023.



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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**RECOMMENDATION:**

It is the recommendation of Administration that the Governing Board approve the above identified administrative appointments as presented.

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**INITIATED BY:**

*Michelle Tong*

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

Date: April 11, 2022

*Todd A. Jaeger*

Todd A. Jaeger, J.D. Superintendent

4/12/2022

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY COMMENT
Haller	Linda	Assistant Director of Student Se	CT-AD-RET	Rillito Center			Rescind	*Retiring
Szczepaniak	Andrew	Principal	CT-AD-RET	Donaldson Elementary	KSP	+\$12,774.84	Promotion	*Continuing AAO Principal
Hayes	Stephanie	Principal	CT-AD	Harelson Elementary	ESP	0 years	Promotion	*
Letts	JJ	Principal	CT-AD	Coronado K-8 School	KSP	+\$8,238.19	Promotion	*

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\* 2022-2023 School Year  
 Addendum Former employee or new hire receiving extra-curricular position  
 New New hire filling a newly created position  
 Rehire Former employee returning to a position in the district  
 Replacement New hire filling a vacated position  
 Rescind Declined position after appointment

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

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

# Jennifer Jeanette Letts

## Education/Certification

M.Ed.	Northern Arizona University, Tucson, Arizona Major: Educational Leadership, 2004
B.S.	Northern Arizona University, Flagstaff, Arizona, 1994 Major: Elementary Education and Special Education
Principal Certificate	Arizona expiration 2025
Teacher Certificate	Standard Elementary Education K-8, Arizona, expiration 2025 Standard Special Education K-12, Arizona, expiration 2025 Middle School Endorsement-Social Studies, Arizona Middle School Endorsement-Language Arts, Arizona K-8 ESL Endorsement, Arizona

## Honors

Rodel Aspiring Principal 2010

## Administrative and Leadership Experience

### Amphitheater School District

#### Marion Donaldson Elementary

Principal 2018-present

- Instructional Leader
- Evaluation of Staff
- Professional Development
- Parent and Community Liaison
- Facilities Management
- Student Discipline

#### Amphitheater Middle School

Assistant Principal 2017- 2018t

Instructional Support Assistant 2015-2017

- ACHIEVE Coordinator
- Discipline 6-8
- 504 Coordinator
- Staff Evaluator Certified and Classified
- Professional Development Instructor
- UDB Curriculum design and alignment
- 301 Instructional Videos

#### Prince Elementary School

Instructional Support Assistant 2014-2015

- Discipline for K-5
- CAT Team Coordinator
- Staff Evaluator Certified and Classified
- Professional Development Coordinator and Instructor
- Master Schedule and AZMerit Testing Schedule

#### Amphitheater High School

Instructional Support Assistant 2013-2014

- Discipline for freshmen and seniors
- AP Coordinator

- Honors Ceremonies
- Staff Evaluator- Certified and Classified
- Director of Security
- Cambridge Summer Learning Coordinator
- Tutoring Programs Coordinator

Summer School Principal 2014

Special Education Facilitator, Special Education Department Head and 504 Coordinator 2012-2013

### University Of Arizona

#### College of Education

#### Teaching, Learning & Sociocultural Studies

Site Coordinator for Coyote Trail, Richardson, and Mesa Verde Methods sites 2008- 2011

- Coordinated and facilitated the site with administration, teachers, and pre-service teachers
- Prepared materials for the students for the semester: site schedule, site calendar (assignments for all 5 classes), site roster, attendance notebook for each school office.
- Prepared materials for each school/teacher who hosts students for applications: brochure explaining the program, application schedule, roster of students and assigned classrooms, attendance folder for each classroom.
- Administered evaluations of students to teachers

Student Teaching Supervisor working with the Rodel Aspiring Student Teachers 2008-2011

- Observed and coached student teachers a minimum of every two weeks within the 75 days
- Evaluated student teachers through midterm and final evaluations with cooperating teachers
- Addressed issue, concerns, and questions

#### Flowing Wells School District

#### Flowing Wells Junior High

Advanced Ed. National Accreditation Committee 2011-2012

- Led committee to collect, organize, and assembled artifacts that displayed the district's personnel and staff development practices
- Analyze the district's mission and vision and collected artifacts to submit for review that displayed the district's practices that matched the vision and mission

#### Walter Douglas Elementary

Writing Coach 2007-2011

- Developed school wide quarterly writing assessments
- Designed and implemented a two day in-service program for all teachers in the school to teach and ensure the implementation of strong writing instruction across grade levels
- Trained all teachers in using the six-traits of writing rubric, R.A.F.T.S, and other methodology for implementing quality instruction to their students
- Led inter-rater reliability grading sessions at staff meetings

#### Career Ladder

Instructional Coordinator 2000, 2004

- Provided coaching for all career ladder participants using the cognitive coaching format
- Planned conferences, scheduled observations, conducted Information/Advisory meetings, coached for O.E. indicators, evaluations, and project documentation

Evaluator Liaison 1999-2000

- Evaluated written student achievement projects for participants on the ladder
- Communicated scores and feedback with teachers at my school site and answered questions

## **Teaching Experience**

### Flowing Wells School District

#### Flowing Wells Junior High

Resource English 7<sup>th</sup> Grade 2011-current

Social Studies Teacher 8<sup>th</sup> Grade 2002-2004

Reading Teacher 8<sup>th</sup> Grade 2002-2004

Social Studies Teacher 7<sup>th</sup> Grade 2001, 2002

Language Arts Teacher 8<sup>th</sup> Grade 2001, 2002

### University Of Arizona

#### College of Education

**Teaching, Learning & Sociocultural Studies**  
Clinical Assistant Professor specializing in Language Arts 2008-2011

**Flowing Wells School District**

**Walter Douglas Elementary**

Fifth Grade Teacher August 04 through 2008

**Laguna Elementary**

Fourth Grade Teacher 1996-2000

First Grade Teacher 1994-1996

# Stephanie Hayes

## SCHOOL ADMINISTRATOR



### Education & Credentials

MASTER'S DEGREE  
Educational Administration  
Grand Canyon University  
2018

MASTER'S DEGREE  
Bilingual and Multicultural  
Education  
Northern Arizona University  
2005

BACHELOR OF SCIENCE  
Speech Pathology and  
Audiology  
Northern Arizona University  
1994-1998

CERTIFICATIONS  
Principal, PreK-12  
Teacher, Grades K-8

ENDORSEMENTS  
Reading, Grades K-8  
ESL, Prek-12  
Early Childhood, Birth-Age 8

NATIONAL BOARD  
TEACHING CERTIFICATION  
Literacy: Reading-Language  
Arts, Early and Middle  
Childhood

### Professional Profile

I am a passionate, relationship-based, data-driven and detail-oriented administrator, who is committed to being an advocate for every student's success. During my 22 years of employment in the Amphitheater School District, I have been dedicated to learning and growing as an educator in order to best serve my students and school. My priority as an elementary principal is to create an environment where students, staff, families and the community work together to build and equip our students, both academically and socially, to be successful.

### Leadership Experience

Assistant Principal  
Richard B. Wilson K-8 School, Oro Valley, AZ | July 2019- Current

As an assistant principal, I focused on building relationships with teachers, classified staff, students, and their families in order to maintain a high level of communication and support which enabled all stakeholders to be successful.

- Student supervision and discipline
- Teacher and staff evaluation, coaching, and support
- School test coordinator: create school wide testing schedule, knowledge of current requirements and accommodations, communication with testing proctors and monitoring of technology requirements
- Administrator in charge of technology: assist teachers with digital curriculum including Tyler SIS and Schoology, inventory and distribute Chromebooks, updating school webpage on Blackboard, promote 21<sup>st</sup> Century Skills
- Participate in screening and hiring certified and classified personnel
- Assist with effective implementation of math and reading curriculum, McGraw-Hill *Everyday Math* and Harcourt Houghton Mifflin *Into Reading*
- Attend District administrative retreats, District trainings, and monthly assistant principal meetings to collaborate and grow professionally
- Develop and facilitate elementary and middle school professional development
- Assist school administration in the coordination and supervision of school activities and programs
- Responsible for overall safety and welfare of students and staff

Instructional Specialist/Administrative Designee  
Marion Donaldson Elementary School, Tucson, AZ | August 2014- May 2019

While at Donaldson, I took on roles that enabled me to develop my leadership skills. During this time, I experienced the positive impact an effective leader can have on a school community which inspired me to obtain my administrative degree.

- Administrative designee: Assisted principal with administrative tasks such as discipline, staffing issues, communication with parents, scheduling, testing coordinator and administrator, emergency response, teacher mentoring, professional development, staff hiring, and communication with central district personnel
- Teacher Leader: Technology Coach, Student Assistance Team Facilitator, Leadership Team Member, Student Services Goal Team Leader, Testing Coordinator, Reading Seed Coordinator

# Stephanie Hayes

## SCHOOL ADMINISTRATOR



### Professional Development

MODEL SCHOOLS  
Wilson K-8 School  
2022

NO EXCUSES UNIVERSITY  
Turn Around Schools  
2019

COGNITIVE COACHING  
Office of Pima County  
Superintendent  
2016

SUMMIT ON PLC AT WORK  
Solution Tree  
2016

### Awards & Activities

DISTINGUISHED SERVICE  
Amphitheater Public Schools  
March 2019

NATIONAL BOARD  
CANDIDATE SUPPORT TEAM  
Arizona K-12 Center  
2016-2019

ARIZONA TEACHER FELLOW  
Hope Street Group  
2017-2018

GOT 2B SAFE! NATIONAL  
AWARD WINNER  
Honeywell and The National  
Center for Missing and  
Exploited Children  
2010

### Leadership Experience continued

- 21<sup>st</sup> Century Community Learning Center ACHIEVE Coordinator:  
Manage all aspects of grant funded before and after school program including staffing, hiring, budget, instructional content and development, student recruitment and attendance, discipline, teacher development and evaluation, parent communication, community involvement, grant

### Core Competencies

Effective Communicator  
Student-Centered Focus  
Excellent Listener  
Knowledge of Quality Instruction

Calm, Fair and Consistent  
Technology Savvy  
Creative Problem Solver  
Lover of Learning

### Teaching Experience

READING INTERVENTIONIST  
Donaldson Elementary School, Tucson, AZ | Date 2014-2019

THIRD GRADE TEACHER  
Donaldson Elementary School, Tucson, AZ | Date 2012-2014

THIRD GRADE TEACHER  
Holaway Elementary School, Tucson, AZ | 2011-2012

ENGLISH LANGUAGE DEVELOPMENT TEACHER  
Holaway Elementary School, Tucson, AZ | 2006-2011

FIRST AND SECOND GRADE TEACHER  
Walker Elementary School, Tucson, AZ | 2002-2005

KINDERGARTEN TEACHER  
Nash Elementary School, Tucson, AZ | 2001-2002

SECOND GRADE TEACHER  
Esperanza Elementary, Tucson, AZ | 2000

GRADUATE LEVEL UNIVERSITY INSTRUCTOR  
Foundations of Sheltered English Immersion [SIOP Model]  
University of Phoenix | 2008-2011

SPEECH TECHNICIAN  
Amphitheater Public Schools, Tucson, AZ | 2000-2001



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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DATE OF MEETING: April 12, 2022

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 11, 2022.

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**RECOMMENDATION:**

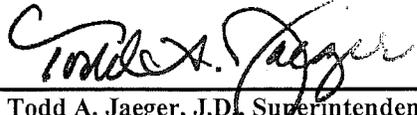
It is the recommendation of the Administration that the appointment(s) be approved as presented.

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**INITIATED BY:**

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

Date: April 11, 2022

  
Todd A. Jaeger, J.D., Superintendent

4/12/2022

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Bermudez	Monica	Teacher - Grade 2	CT-RET	Walker Elementary			Rehire		*\$60,968.64
Bigelow	Sandra	Teacher - Grade 2	CT-RET	Rio Vista Elementary			Rehire		*\$59,606.37
Coulter	Jill	Teacher - Art	CT-RET	Painted Sky Elementary			Rehire		*\$37,207.26
Deitering	Joseph	Teacher - Rillito Classroom	CT-RET	Rillito Center			Rehire		*\$60,743.99
Emans	Deborah	Teacher - Academic Intervention	CT-RET	Walker Elementary			Rehire		*\$28,704.90
Emans	Deborah	Teacher - Reading	CT-RET	Walker Elementary			Rehire		*\$28,704.90
Erickson	Ruth	Teacher - Government	CT-RET	CDO High School			Rehire		*\$28,138.82
Erickson	Ruth	Teacher - Theory of Knowledge	CT-RET	CDO High School			Rehire		*\$28,138.82
Gallagher	Deborah	Teacher - Kindergarten	CT-RET	Rio Vista Elementary			Rehire		*\$64,757.26
Hervet	Margaret	Teacher - Pandemic Intervention a	CT-RET	Rio Vista Elementary			Rehire		*\$62,080.01
King	Brenda	Librarian	CT-RET	Amphi Middle School			Rehire		*\$60,582.61 97
Landrith	David	Teacher - History	CT-RET	Amphi High School			Rehire		*\$46,730.62
Yetman	Elethia	Teacher - Spanish Language	CT-RET	CDO High School			Rehire		*\$60,482.96
Frantziskonis	Karyn	Curriculum & Instructional Support	CT-PR-RET	Wetmore Center			Rehire		*\$61,263.88
Ryan	Frank	Psychologist	CT-PR-RET	Innovation Academy			Rehire		*\$40,544.50
Wirth	Valerie	Curriculum & Instructional Support	CT-PR-RET	Wetmore Center			Rehire		*\$57,085.23
Aguilera-Ramirez	Maria	Teacher - ELL/SEI	CT	La Cima Middle School			Rehire		*
Avila	Paul	Teacher - Special Education Reso	CT	CDO High School			Rehire		*
Banales	Natasha	Teacher - Grade 4	CT	Walker Elementary	CTT-BA	0 years	Replacement	Mr. Trimble	*
Bible	Jamie	Teacher - Grade 2	CT	Prince Elementary			Rehire		*
Bjork	Susan	Teacher - Technology	CT	La Cima Middle School			Rehire		*
Bjork	Susan	Teacher - Orchestra	CT	La Cima Middle School			Rehire		*
Bjork	Susan	Teacher - Band	CT	La Cima Middle School			Rehire		*

*	2022-2023 School Year	HSP High School Principal					ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal					ADCL	Addendum Classified	
New	New hire filling a newly created position	ESP Elementary School Principal					ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Caputo	John	Teacher - Academic Intervention	CT	Amphi Middle School			Rehire		*
Caputo	John	Teacher - Social Studies	CT	Amphi Middle School			Rehire		*
Clinch	Tricia	Teacher - Cross Categorical Class	CT	Holaway Elementary	CTT-BA	10 years	Replacement	Mr. Frederiksen	*
Cooper	Esther	Teacher - ELL/SEI	CT	Prince Elementary			Rehire		*
Duran	Juanita	Teacher - Language Arts	CT	Amphi Middle School			Rehire		*
Duran	Juanita	Teacher - Writing Lab	CT	Amphi Middle School			Rehire		*
Fein	Dorothy	Teacher - Grade 2	CT	Keeling Elementary	CTT-MA	10 Years	Replacement	Ms. Orelup	*
Ferre	Leslie	Teacher - STEM (Engineering)	CT	La Cima Middle School			Rehire		*
Ferre	Leslie	Teacher - Odyssey of the Mind	CT	La Cima Middle School			Rehire		*
Gilchrist	Lindsey	Teacher - Grade 2	CT	Rio Vista Elementary			Rehire		*
Goldberg	Gina	Teacher - P. E.	CT	Holaway Elementary			Rehire		*
Gustafson	Brandon	Teacher - Spanish Language	CT	Cross Middle School	CTT-MA	1 year	Replacement	Mr. Gutierrez	*
Johnson	Neely	Teacher - Social Studies	CT	La Cima Middle School			Rehire		*
Johnson	Neely	Teacher - AVID	CT	La Cima Middle School			Rehire		*
Newsom	Christopher	Teacher - Musical Theater	CT	La Cima Middle School			Rehire		*
Newsom	Christopher	Teacher - Music	CT	La Cima Middle School			Rehire		*
Nixon	Taylor	Teacher - Kindergarten	CT	Holaway Elementary	CTT-BA	0 years	Replacement	Mr. Frederiksen	*
Stiff	Katherine	Teacher - Government	CT	Amphi High School	CTT-BA+	0 years	Replacement	Mr. Malis	*
Tom	Victoria	Teacher - Preschool Director	CT	Walker Elementary			Rehire		*
Vance	Sarah	Teacher - Music	CT	Copper Creek Elementary			Rehire		*
Vance	Sarah	Teacher - Music	CT	Copper Creek Elementary			Rehire		*
Walsh	Kellie	Teacher - Grade 3	CT	Copper Creek Elementary			Rehire		*
Young	Robert	Teacher - Special Education Reso	CT	Amphi High School			Rehire		*
Youngling	Roland	Teacher - History	CT	Amphi High School	CTT-BA	4 years	Replacement	Mr. Malis	*
Gutierrez	Sharon	Food Service Attendant	CL-RET	Cross Middle School			Rehire		*\$12.80 per hour

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*	2022-2023 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Bibbey	Sarah	Social Worker	CL-PR	La Cima Middle School			Rehire		*
Campsen	Serena	District Program Coordinator	CL-PR	Wetmore Center			Rehire		*
Alexander	Janine	Administrative Assistant I	CL	Wetmore Center			Rehire		*
Archuleta	Maria	Custodian I	CL	Wilson K-8 School	2	5 years	Replacement	Ms. Sullivan	
Arredondo	Raquel	Special Education Teaching Assis	CL	Amphi High School			Rehire		*
Blanton	Kevin	Food Service Attendant	CL	Cross Middle School	1	0 years	Replacement	Ms. Cribbs	
Castro	Rosalia	Secretary I	CL	Federal/State Programs			Rehire		*
Cuen	Darlene	Food Service Attendant	CL	Amphi High School	1	3 years	Replacement	Ms. Cribbs	
Farmer	Courtney	Transportation Attendant	CL	Transportation	1	5+ years	Replacement	Ms. Frye-George	
Frankenberg	Viviana	Preschool Aide/Caregiver	CL	Walker Elementary			Rehire		*
Franks	Brian	Security Officer	CL	Ironwood Ridge High	2	5+ years	Replacement	Mr. Spencer	
Gomez	Elizabeth	Food Service Attendant	CL	La Cima Middle School	1	0 years	Replacement	Ms. Cribbs	
Gutierrez	Dina	Parent Educator Coordinator	CL	Federal/State Programs			Rehire		*
Konecny	Paul	Computer Repair Technician	CL	Wetmore Center			Rehire		*
Leyvas	Laura	Bilingual Instructional Assistant	CL	Nash Elementary	2	0 years	Replacement	Dr. Esquibel	
Leyvas	Laura	Bilingual Clerk	CL	Nash Elementary	2	0 years	Replacement	Dr. Esquibel	
Lindsey	Margarette	Bookkeeper II	CL	Wetmore Center	7	5+ years	Replacement	Mr. Little	
Martinez	Janitza	Crossing Guard	CL	Keelling Elementary	1	0 years	Replacement	Ms. Orelup	
Martinez	Janitza	Campus Monitor	CL	Keelling Elementary	1	0 years	Replacement	Ms. Orelup	
Molina	Andres	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	0 years	Replacement	Ms. Letts	
Pogue	Dawn	Food Service Attendant	CL	Mesa Verde Elementary	1	5+ years	Replacement	Ms. Cribbs	
Powell	Rycharde	Custodian I	CL	Amphi High School	2	5+ years	Replacement	Mr. Malis	
Puente	Anna	Parent Educator	CL	Federal/State Programs			Rehire		*
Quinn	Vanessa	Special Education Teaching Assis	CL	Mesa Verde Elementary			Rehire		*
Rodriguez	Alexandria	Elementary School Health Aide	CL	Copper Creek Elementary	4	3 years	Replacement	Mr. Abney	*

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*	2022-2023 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Romero	Jorge	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Rose	Heather	Classroom Aide/Caregiver	CL	Harelson Elementary	2	0 Years	Replacement	Mr. Weaver	
Salazar	Alma	Parent Educator	CL	Federal/State Programs			Rehire		*
Shaver	Joshua	Instructional Aide	CL	Nash Elementary	1	0 years	New	Dr. Esquibel	
Sheesley	Cindy	Parent Educator	CL	Federal/State Programs			Rehire		*
Siqueiros	Angelica	Parent Educator	CL	Federal/State Programs			Rehire		*
Sneyd	Ashley	Campus Monitor	CL	Harelson Elementary			Rehire		
Titzel	Everenice	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	4 years	Replacement	Ms. Letts	
Vigil	Sandra	School Administrative Assistant	CL	Wilson K-8 School	6	5+ years	Replacement	Ms. Sullivan	
Walker	Sabine	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Watters	Jilaine	Food Service Attendant	CL	CDO High School	1	0 years	Replacement	Ms. Cribbs	
Watters	Jilaine	Food Service Attendant	CL	Copper Creek Elementary	1	0 years	Replacement	Ms. Cribbs	
Woo	Merced	Food Service Attendant	CL	Amphi Middle School	1	5+ years	Replacement	Ms. Cribbs	

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*	2022-2023 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

04/12/2022  
 GOVERNING BOARD MEETING  
 APPOINTMENTS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Burnett	Adam		CT		03/28/2022	
Burnett	Elizabeth		CT		03/25/2022	
Golestani	Charles		CT		03/23/2022	
Goodman	Kiva		CT		03/28/2022	
Hansen	Brian		CT		03/24/2022	
Iadevaia	Jennifer		CT		03/24/2022	
Knapp	Brenda		CT		03/25/2022	
Kungli	Sonia		CT		03/29/2022	
Lackow	Seth		CT		03/15/2022	
Mower	Linda		CT		03/23/2022	
Pacheco	Christopher		CT		03/23/2022	
Rand	Crystal		CT		03/28/2022	
Stewart	Zachary		CT		03/25/2022	
Walker	Tonya		CT		03/23/2022	

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Aldaraca	Erika		CL		03/09/2022	
Bradford	James		CL		03/15/2022	
Stewart	Sarah		CL		03/24/2022	

AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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DATE OF MEETING: April 12, 2022

TITLE: Approval of Personnel Changes

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**BACKGROUND:**

Administration presents this agenda item for the Governing Board to consider and approve the proposed changes in employment status for the employees identified on the attached chart. These changes are current as of April 11, 2022.

In addition, Administration presents the attached "Early Childhood Education Director" job description for consideration and approval by the Governing Board.

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**RECOMMENDATION:**

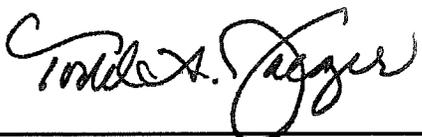
It is the recommendation of the Administration that the personnel changes be approved as presented.

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**INITIATED BY:**

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

Date: April 11, 2022

  
Todd A. Jaeger, J.D., Superintendent

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4/12/2022

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Langley	Shannon	ELL District Coordinator	CT-PR	Federal/State Programs	Promotion	PR EX	+\$9,382.66	
Spencer	Brent	Assistant Principal	CT-AD	CDO High School	Reassignment	HSA	<\$3,388.29>	*
Campbell	Laurel	Teacher - English	CT	CDO High School	Transfer			*
Hill	Vanessa	Teacher - REACH	CT	Rio Vista Elementary	Decrease FTE			*<0.6 FTE>
Hill	Vanessa	Gifted Education Coordinator	CT	Wetmore Center	Increase FTE			*+0.5 FTE
Kasen	Jamie	Teacher - Pandemic Intervention	CT	Walker Elementary	Transfer			*
Lawrence	Mia	Teacher - REACH	CT	Copper Creek Elementary	Decrease FTE			* <0.4 FTE>
Oros	Lourdes	Teacher - ELL/SEI	CT	Amphi Academy Online	Added Duty			\$2,161.80
Pieroway	Karl	Teacher - Mathematics	CT	Wilson K-8 School	Decrease FTE			*<0.1667 FTE>
Ratliff	Katherine	Teacher - Grade 1	CT	Walker Elementary	Transfer			*
Yawitz	Dennis	Teacher - ED (SPED) Classroom	CT	Harelson Elementary	Transfer			*
Martinez	Gene	Social Worker	CL-PR	Walker Elementary	Transfer			*
Martinez	Gene	Social Worker	CL-PR	La Cima Middle School	Transfer			*
Christensen	Christine	Classroom Aide/Caregiver	CL	Painted Sky Elementary	Promotion		+\$0.10	
Flores-Coronado	Angelina	Food Service Attendant	CL	Donaldson Elementary	Transfer			
Francisco	Diana	Secretary III	CL	Food Service Admin	Promotion	5	+\$0.64	
Garcia	Brenda	Registrar - High School	CL	CDO High School	Promotion	4	+\$0.53	
Hughes Borquez	Amber	Classroom Aide/Caregiver	CL	Amphi High School	Transfer			
Moncada	Maria	Food Service Attendant	CL	Holaway Elementary	Increase FTE			+0.3750 FTE
Salaz Il Smith	Yvonne	Security Officer	CL	Ironwood Ridge High	Promotion		+\$0.52	
Sallee	Katherine	Teacher - Special Education Resc	CL	Keeling Elementary	Transfer			*
Stamos-Avila	Irene	Food Service Attendant	CL	Ironwood Ridge High	Transfer			

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*	2022-2023 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
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
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
Stamos-Avila	Irene	Food Service Attendant	CL	Ironwood Ridge High	Transfer			
Anderson	Benjamin	ADDN - Musical Assistant Directo	ADCT	Ironwood Ridge High	Addendum		\$1,696.00	
Arredondo	Mateo	Coach - Track Head MS	ADCT	Amphi Middle School	Addendum		\$1,700.00	
Bishop	Jordan	Associate Coach	ADCT	Ironwood Ridge High	Addendum		\$600.00	
Bucciarelli-Fay	Tiffany	ADDN - Added Duty	ADCT	CDO High School	Addendum		\$1,381.58	
Bucciarelli-Fay	Tiffany	ADDN - Added Duty	ADCT	Amphi High School	Addendum		\$1,381.58	
Caldwell	Theresa	ADDN - R.I.S.E. (Teacher)	ADCT	Amphi High School	Addendum		\$42.00 per hour	
Celaya	Luis	Coach - 4th Q. Interscholastic Suj	ADCT	Cross Middle School	Addendum		\$500.00	
Cook	Meagan	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Davis	Rachel	Coach - Volleyball Head Spring M	ADCT	Coronado K-8 School	Addendum		\$1,700.00	
Engel	Katherine	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Faulkner	Violet	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty		\$2,208.52	
Fulks	Neal	Special Events Worker	ADCT	Ironwood Ridge High	Addendum		\$12.80 per hour	
Fulks	Neal	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Garcia	Carla	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Godlewski	Fabienna	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum		\$42.00 per hour	
Hardy	James	Coach - Weight Training HS	ADCT	Ironwood Ridge High	Addendum		\$2,600.00	
Hartman	Eric	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Hayes	Jeremy	Coach - Volleyball Assistant Sprin	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Heagle	Denise	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Holst	Lydia	Coach - Track Assistant MS	ADCT	Amphi Middle School	Addendum		\$1,400.00	
Keene	Bonnie	ADDN - Section 504	ADCT	Wetmore Center	Addendum		\$500.00	
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	

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*	2022-2023 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
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
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
Murrell	Marley	ADDN - R.I.S.E. (Teacher)	ADCT	Amphi High School	Addendum		\$42.00 per hour	
Murrell	Marley	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty		\$1,679.12	
Newsom	Christopher	ADDN - Certified Tutor	ADCT	La Cima Middle School	Addendum		\$42.00 per hour	
Ochoa	Joy	ADDN - Extra Curric. Activ. Direct	ADCT	Coronado K-8 School	Addendum		\$2000.00	
Post	Brian	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Pye	Andragayle	ADDN - R.I.S.E. (Teacher)	ADCT	Amphi High School	Addendum		\$42.00 per hour	
Robles	Erin	ADDN - Interscholastic Superviso	ADCT	Coronado K-8 School	Addendum		\$500.00	
Rodgers	H. Morgan	ADDN - R.I.S.E. (Teacher)	ADCT	Amphi High School	Addendum		\$42.00 per hour	
Rouille	Doreen	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Scheel	Christopher	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty		\$ 2,392.49	
Shiba	Robert	Coach - Volleyball Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Silvas	Sharon	Coach - Track Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Smith	Lucas	Teacher - Pandemic Intervention	ADCT	Amphi High School	Added Duty		\$1,734.23	
Sparlin	Erika	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Sutton	Kyle	Coach - Track Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Taylor	Ethnee	Coach - Track Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Tom	Victoria	Teacher - Preschool Director	ADCT	Walker Elementary	Added Duty		*\$8,054.60	
Van Varenberg	Tineke	ADDN - Certified Tutor	ADCT	La Cima Middle School	Addendum		\$42.00 per hour	
Van Wert	Ryan	Teacher - Pandemic Intervention	ADCT	Amphi High School	Added Duty		\$1,650.21	
Vasquez	Rey	ADDN - Interscholastic Superviso	ADCT	Wilson K-8 School	Addendum		\$500.00	
Wentworth	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$42.00 per hour	
Wojdyla	Cheryl	Coach - Volleyball Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Zelov	Marc	Teacher - Pandemic Intervention	ADCT	Amphi High School	Added Duty		\$2,258.76	
Arandules-Kishba	Myrna	ADDN - Extra Hours	ADCL	CDO High School	Addendum		\$13.17 per hour	

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*	2022-2023 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
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
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
Garcia	Brenda	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$13.71 per hour
Grammer	Angela	ADDN - Added Duty	ADCL	Ironwood Ridge High	Added Duty			\$12.90 per hour
Peterson	Matthew	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty			\$15.07 per hour
Soto	Rosemary	ADDN - Extra Hours	ADCL	CDO High School	Addendum			\$13.07 per hour
Toothman	Victoria	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$13.27 per hour
Zavala	Olivia	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$12.80 per hour

*	2022-2023 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
Extension	End date being extended					CL	Classified
Increase FTE	Increase in hours/contract					PR	Professional
Promotion	Employee receiving a promotion to another position					EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School
Status Change	Employee changing status (i.e. short term to career)					HS	High School
Temporary	Employee working for a limited period of time						
Transfer	Employee moving from one position to another						



## **QUALIFICATIONS**

### **A. REQUIRED**

- Bachelor's Degree in early childhood, child development, elementary education, or a closely related field
- Arizona Elementary teaching certification
- At least three years of child care experience
- Current training in First Aid and CPR as required by R9-5-403(E)
- Must be 21 years of age or older required per R9-5-401

### **B. DESIRED**

- Early childhood endorsement
- Administrative experience and/or certification

## **SUMMARY**

Supervises and coordinates Imagine Preschools in the Amphitheater School District. Ensures that Imagine Preschool is a quality preschool which allows children to grow and develop socially, physically, intellectually, and creatively in a caring and nurturing environment.

Reports to: Associate Superintendent for Elementary Education

## **ESSENTIAL FUNCTIONS**

- Clearly and accurately articulates the philosophy and goals of the preschool program to parents, community, and financial partners
- Ensures that staff duties and responsibilities are performed and completed
- Maintains accurate records as required for licensure of the facility by the Arizona Department of Health Services and any other regulatory agencies
- Oversees and is responsible for the daily on-site operations of the preschool facility and programs
- Oversees and is responsible for Parent as Teachers program
- Ensures that Parent as Teachers operate and implement play groups, home visitations and screenings
- Manages data, organizes data, and prepares information for District personnel to assist in decision making
- Participates in staff interviews, hiring, evaluation, and discipline of all employees of the preschools
- Provides purpose and direction for program development and improvement
- Provides instruction and guidance to preschool staff
- Plans and prepares curriculum and activities for preschool program
- Creates and Implements strategies for enrollment, accreditation, staffing, curriculum, and finances
- Plans and collaborates with the Associate Superintendent for Elementary Education and site Principals to implement appropriate early childhood curriculum and assessment and makes adjustments as needed



Early Childhood Education Director

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- Identifies professional development needs of teachers and staff and assists in planning and organizing training to fill those needs
- Conducts required training of new staff members as delineated in R9-5-403
- Monitors staff to ensure compliance with any regulatory agency
- Monitors program budget
- Ensures compliance with staff-to-children ratios as required by R9-5-404
- Ensures that staffing at the facility each day meets state requirements
- Prepares required reports to meet District, state and federal requirements as needed
- Maintains on-going communication with staff, parents, school staff, and the Associate Superintendent for Elementary Education
- Develops and distributes a newsletter to families and staff each month
- Documents all communications, written correspondence, and parental requests and concerns, and takes appropriate action as needed to resolve issues
- Maintains a professional work environment that fosters collaboration and trust
- Shows respect and sensitivity for cultural differences and demonstrates their belief in the value of diversity
- Conducts routine safety audits and trains all staff on appropriate procedures during an emergency.
- Controls the access to the facilities and the children to ensure student and staff safety
- Reports accidents, injuries, etc. as required by policy and state law
- Reports necessary repairs to the facility or equipment to the School Principal
- Adheres to all school District policies and procedures
- Completes any task determined appropriate and needed by Associate Superintendent for Elementary Education and site Principals
- Partners with department heads concerning Imagine Preschools

**MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to handle confidential information and records
- Ability to express oneself clearly and concisely, both orally and in writing
- Ability to meet deadlines
- Maintain consistent and punctual attendance
- Ability to work alone and as part of a team
- Ability to multi-task in a preschool setting
- Ability to exhibit patience with young children
- Ability to pull, stoop, bend, twist, turn, and sit for long periods of time
- Ability to operate computer, digital equipment, and phone
- Ability to utilize word processing, spreadsheet, and basic publishing software



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

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**DATE OF MEETING:** April 12, 2022

**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 4, 2022.

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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:**

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

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

Date: April 4, 2022

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

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Todd A. Jaeger, J.D., Superintendent

4/12/2022

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Taylor	Gayle	Assistant Principal	CT-AD	La Cima Middle School	03/31/2022	Start Date
Cadman	Emily	Teacher - Music	CT	Keeling Elementary	02/11/2022	Start Date
Gadarian	Kristen	Teacher - Cross Categorical Class	CT	Amphi High School	03/04/2022	End Date
Irwin-Stazenski	Emily	Teacher - Grade 5	CT	Copper Creek Elementary	05/09/2022	Start Date
Schiffman	Sandra	Teacher - Grade 4	CT	Amphi Academy Online	03/21/2022	Start Date
Aguirre	Rebecca	School Administrative Assistant	CL	Cross Middle School	03/15/2022	Start Date
Birdman	Debbie	Bus Driver	CL	Transportation	03/11/2022	End Date
Bustamante	Maria	Custodian I	CL	Prince Elementary	03/02/2022	Start Date
Chavez	Raquel	Custodian I	CL	Nash Elementary	03/15/2022	End Date
Mele	Christina	School Administrative Assistant	CL	Coronado K-8 School	03/14/2022	End Date
Phillips	Marci Beth	Bus Driver	CL	Transportation	01/24/2022	Start Date
Richins	Tonnette	Food Service Attendant	CL	Rio Vista Elementary	03/21/2022	End Date
Strong	Titus	Bus Driver	CL	Transportation	01/12/2022	Start Date
Tapia	Margaret	Custodian I	CL	Amphi Middle School	03/11/2022	End Date
Zack	Catherine	Supervisor of Food Service	CL	Keeling Elementary	03/25/2022	End Date

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\* 2022-2023 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 12, 2022

**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 4, 2022.

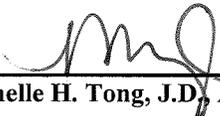
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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: April 4, 2022

  
Todd A. Jaeger, J.D., Superintendent

4/12/2022

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
McQuillin	Taylor	Coach - Softball Assistant H/VOLCO		Ironwood Ridge High	03/14/2022	Resign Addendum Only	
Huseby	Jayne	ELL District Coordinator	CT-PR	Federal/State Programs	04/20/2022	Retirement	
Jonaitis	Eileen	Counselor	CT-PR	Ironwood Ridge High	05/20/2022	Correction	Reason: Retirement
Ackerley	J.C.	Teacher - Pandemic Interver	CT	Amphi High School	03/23/2022	Resignation	
Ackerley	JC	Teacher - Math Intervention	CT	Amphi High School	05/20/2022	Resignation	
Eastburn	Victoria	Teacher - Music	CT	Donaldson Elementary	03/09/2022	Separation Agreement	
Hoover	Rachel	Teacher - Pandemic Interver	CT	Holaway Elementary	05/20/2022	Resignation	Declined 22-23 SY Contract
Hudson	Kylee	Teacher - Grade 2	CT	Nash Elementary	05/20/2022	Resignation	
Hughitt	Nicole	Teacher - Grade 3	CT	Nash Elementary	03/21/2022	Resignation	
Mance	Christine	Teacher - Art	CT	Nash Elementary	02/28/2022	Resignation	
Watkins	Sean	Teacher - Mathematics	CT	Ironwood Ridge High	05/20/2022	Retirement	Returning ESI 112
Wilmoth	Mikaela	Teacher - Music	CT	Prince Elementary	05/20/2022	Resignation	
Wilmoth	Mikaela	Teacher - Pandemic Interver	CT	Prince Elementary	05/20/2022	Resignation	
Wilmoth	Mikaela	Teacher - Music	CT	Prince Elementary	05/20/2022	Resignation	
Wolfson	Mia	Teacher - Art	CT	Prince Elementary	05/20/2022	Resignation	
Wolfson	Mia	Teacher - Art	CT	Prince Elementary	05/20/2022	Resignation	
Wolfson	Mia	Teacher - Pandemic Interver	CT	Prince Elementary	05/20/2022	Resignation	
Carbonneau	Alison	Food Service Nutritionist	CL-PR	Food Service Admin	04/01/2022	Correction	Breach of Contract & End Date
Burge-Dowling	Kimmie	Preschool Aide/Caregiver	CL	Innovation Academy	03/08/2022	Resignation	
Emmons	Jason	Journeyman Electrician	CL	Facilities Support	04/01/2022	Resignation	
Galligan	Maricella	Elementary School Health Ai	CL	Walker Elementary	04/08/2022	Resignation	
Gault	Suzanne	Food Service Attendant	CL	Ironwood Ridge High	05/19/2022	Retirement	
Knowlton	Nancy	Behavioral Intervention Moni	CL	Amphi Middle School	03/28/2022	Resignation	

*	2022-2023 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
Montano	Steven	Building Automation Technic	CL	Facilities Support	03/31/2022	Resignation	
Pineda	Gilberto	Security Officer	CL	Ironwood Ridge High	02/23/2022	Resignation	
Sanchez	Carrie	Bus Driver	CL	Transportation	03/21/2022	Resignation	
Tapia	Margaret	Custodian I	CL	Amphi Middle School	04/08/2022	Resignation	
Variance	Thaddeus	Campus Monitor	CL	Ironwood Ridge High	03/11/2022	Resignation	
Wilson	Robert	Security Officer	CL	Amphi Middle School	03/25/2022	LOA Ended	

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*	2022-2023 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

04/12/2022  
 GOVERNING BOARD MEETING  
 SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Colson	Shari		CT		03/15/2022	
Ellsworth	Amanda		CT		03/15/2022	
Martin	Molly		CT		03/15/2022	
Ulu	Emine		CT		03/15/2022	
Wolk	Robert		CT		03/14/2022	
Neumaier	Kathleen		CL		03/15/2022	
Stanners	Julie		CL		03/28/2022	

AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



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

---

**DATE OF MEETING:** April 12, 2022

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

---

**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of April 4, 2022.

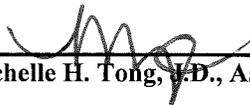
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**RECOMMENDATION:**

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:**

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

Date: April 4, 2022

4/12/2022

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS	
Cortez	Michael	Coach - Volleyball Assistant MS	Cross Middle School	Stipend	\$1,400.00	
Golden	Timothy	Coach - Track Head MS	Coronado K-8 School	Stipend	\$1,700.00	
Hernandez	Julius	Coach - Baseball Assistant HS	Amphi High School	Stipend	\$1,587.56	
Lawrence	Scott	Coach - Baseball Assistant MS	Cross Middle School	Stipend	\$1,400.00	
Matthews	Jonathan	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,400.00	
Olson	Lorianne	Coach - Softball Assistant HS	Ironwood Ridge High	Stipend	\$1,440.00	
Pakkala	Jason	Coach - Baseball Head MS	Wilson K-8 School	Stipend	\$1,700.00	
Reynolds	Samantha	Coach - Volleyball Head MS	Amphi Middle School	Stipend	\$1,700.00	
Silvas	Gilberto	Coach - Baseball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00	
Stewart	Zachary	Coach - Track Assistant MS	Wilson K-8 School	Stipend	\$1,190.00	116

\* 2022-2023 School Year



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of Vouchers Totaling and Not Exceeding Approximately \$2,875,492.66  
(Final Total)

---

**BACKGROUND:**

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

**RECOMMENDATION:**

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

**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: April 11, 2022

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Acceptance of Gifts

---

**BACKGROUND:**

Donations detailed on the attached listing have been received by the District.

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

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**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: March 24, 2022

*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent

<b>Gift and Donation List</b>		
<b>Gifts and Donations</b>	<b>Exhibit</b>	<b>04-12-22</b>
Misc. Items Food	Walmart	Canyon del Oro High School
Refrigerator	Walmart	Canyon del Oro High School
Ck in the amount \$455.83	University of Arizona	Other
Ck in the amount \$500.00	SARSEF	Innovation Academy
Ck in the amount \$12.00	Amphitheater Foundation	Other
Ck in the amount \$304.15	Painted Sky Elementary PTO	Painted Sky Elementary
Ck in the amount \$30,532.28	Amphitheater Foundation	Several Sites



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Receipt of February 2022 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, 2022

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending February 28, 2022**

Beginning Balance	\$ 3,395,939.48
Plus Deposits	135,126.52
Less Disbursements	<u>(234,932.06)</u>
Ending Book Balance For All Schools	<u><u>\$3,296,133.94</u></u>
Outstanding Deposits	(137,580.19)
Outstanding Checks	<u>27,559.69</u>
Ending Bank Balance For All Schools	<u><u>\$3,186,113.44</u></u>

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Student Activity Accounts  
For Month Ending February 28, 2022**

Beginning Balance	\$703,196.77
Plus Deposits	46,463.61
Less Disbursements	<u>(41,444.68)</u>
Ending Book Balance For All Schools	<u><u>\$708,215.70</u></u>
Outstanding Deposits	\$ (19,701.71)
Outstanding Checks	<u>10,087.92</u>
Ending Bank Balance For All Schools	<u><u>\$698,601.91</u></u>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2022**

**Amphi Middle School**

Student Gov't	3,167.12
AVID	354.50
Culture Exchange	1,146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
<b>Amphi Middle School Total</b>	<b>\$ 9,690.12</b>

**Copper Creek Elementary**

Student Council	2,318.10
Accelerated Reader Club	845.33
Turquoise Times	32.28
<b>Copper Creek Total</b>	<b>\$ 3,195.71</b>

**Coronado K-8 Schools**

Elementary Student Council	4,758.12
Middle School Student Council	1,421.66
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	885.06
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	3,064.17
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
<b>Coronado Total</b>	<b>\$ 24,450.59</b>

**Cross Middle School**

Student Council	7,791.11
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	2,580.32
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,270.09
Tri-M Club	335.31
Web Club	1,783.38
<b>Cross Middle School Total</b>	<b>\$ 30,434.14</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2022**

<b><u>Donaldson Elementary</u></b>	
Student Council	1,436.40
<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
<b>Harelson Total</b>	<b>\$ 1,354.24</b>
<b><u>Holaway Elementary</u></b>	
Student Council	856.24
<b>Holaway Total</b>	<b>\$ 856.24</b>
<b><u>Innovation Academy</u></b>	
Student Council	997.50
Algebra Club	990.37
Entrepreneur Club	43.90
Odyssey of the Mind	4,403.47
<b>Innovation Academy Total</b>	<b>\$ 6,435.24</b>
<b><u>Keeling Elementary</u></b>	
Student Council	930.71
<b>Keeling Total</b>	<b>\$ 930.71</b>
<b><u>La Cima Middle School</u></b>	
Student Council	8,925.34
NJHS	554.40
<b>La Cima Total</b>	<b>\$ 9,479.74</b>
<b><u>Mesa Verde Elementary</u></b>	
Student Council	4,349.80
<b>Mesa Verde Total</b>	<b>\$ 4,349.80</b>
<b><u>Nash Elementary</u></b>	
Student Council	1,840.49
<b>Nash Total</b>	<b>\$ 1,840.49</b>
<b><u>Painted Sky Elementary</u></b>	
Student Council	2,595.26
Nature Shop	929.20
Orchestra	364.74
Band	209.45
Chorus	653.42
Milers	416.75
OM	951.79
Bagel & Books	42.80
Sign Language	113.00
Algebra	-
Yoga	169.00
NEHS	720.54
Garden Club	8.00
Math Club	23.00
Sewing Club	3.05
Art Club	109.84
Sports Club	120.01
<b>Painted Sky Total</b>	<b>\$ 7,429.85</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account  
Schedule of Club Balances  
For Month Ending February 28, 2022**

**Prince Elementary**

Student Council	441.72
<b>Prince Total</b>	<b>\$ 441.72</b>

**Rio Vista Elementary**

Student Council	1,061.98
<b>Rio Vista Total</b>	<b>\$ 1,061.98</b>

**Walker**

Student Council	1,750.26
Fitness Fanatics	257.90
<b>Walker Total</b>	<b>\$ 2,008.16</b>

**Wilson**

Student Council	7,395.67
Algebra Club	473.77
Archery Club	3,104.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	1,008.39
GameMakers	210.00
MS Choir	2,849.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,479.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	3,112.53
<b>Wilson Total</b>	<b>\$ 28,178.64</b>

**Total K-8 Club Balances** **\$ 133,573.77**

Plus: Outstanding Checks	634.60
Less: Outstanding Deposits (Inc CC's)	(471.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

**Bank Balance** **\$ 133,737.37**

Sweep Account \$ 133,737.37  
0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month February 28, 2022**

1001 Student Council	\$ 8,586.70	1470 Soccer -Girls	\$ 116.76
1035 Art Club	881.41	1480 Link Crew	1,063.13
1070 Band Club	179.46	1520 Media Club	1,223.37
1080 Baseball	1,885.45	1560 National Honor Society	224.36
1085 Golf -Boys	-	1590 Odyssey of the Mind	876.16
1110 Basketball -Girls	1,106.41	1600 Orchestra Club	1,006.17
1113 Drama Club	823.55	1630 Panther Popcorn	2,452.53
1115 Choir Club	2,289.43	1730 ASL Club	2,837.38
1120 AVID Club	389.16	1744 Auto Skills USA Amphi Chapter	1,221.64
1128 Mt. Bike Club	533.26	1745 Soccer -Boys	112.82
1145 AHS Chess Club-GOT	20.00	1770 Softball Club	2,187.22
1172 Dance Club	77.43	1780 Spanish Club	1,520.08
1180 Basketball -Boys	2,936.12	1785 AHS Spiritlines	1,205.93
1200 Panther Partners Club	3,051.39	1790 Cross Country Club -Girls	330.02
1227 Yearbook Club	248.08	1795 Cross Country Club -Boys	94.51
1234 FFA Club	8,022.93	1803 HOSA Club	735.28
1235 FFA - Fair Checks	11,343.14	1830 Swim Club	1,239.12
1240 Fut Comp Scientists of AHS	267.20	1835 Tennis -Girls	11.72
1245 French Club	2,418.01	1840 Tennis -Boys	5.58
1255 Photo Club	4,204.41	1850 Tech Theater Club	380.68
1265 Equality Club	564.00	1860 Trackers - Track & Field Club	13.38
1280 Greenhouse Club	62.70	1900 Volleyball -Girls	3,218.83
1290 Wrestling	422.45	1905 Beach Volleyball	3,367.70
1300 Football Club	4,001.39	1950 Bookstore Over/Short	-
1310 Inter Act Club	1,419.25		
1350 Volleyball -Boys	109.35		

<b>Amphi High School Total Clubs</b>	<b><u>\$ 81,287.05</u></b>
Plus: Outstanding Checks	845.17
Less: Outstanding Deposits (Inc CC's)	(1,810.21)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b><u>\$ 80,322.01</u></b>

Sweep Account \$ 80,322.01  
0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 28, 2022**

1001 Student Council	\$ 42,617.15	1300 Football Club	\$ 3,186.99
1020 Academic Decathlon	8,757.15	1345 Take-A-Hike Club	133.18
1031 Black Excellence Student Union	105.48	1350 Volleyball -Boys	831.16
1034 AM Art Club	203.00	1400 HOSA-Bio Science	308.58
1050 Amphi All-Stars Club/Special Olympics	452.84	1420 IB Club	259.47
1060 Asian American Cultural Society	-	1470 Soccer -Girls	-
1070 Band Club	1,700.00	1472 Latino Student Union	7.68
1081 Be Kind /Ben's Bell Club	465.64	1480 Link Crew	3,942.35
1083 Biology Club	804.55	1530 Model United Nations	208.84
1084 Bowling Club	386.34	1560 National Honor Society	779.57
1085 Golf -Boys	13,377.35	1575 United Native Nations	-
1110 Basketball -Girls	8,842.34	1590 Odyssey of the Mind	6,392.16
1111 Book Club	280.00	1600 Orchestra Club	3,509.55
1113 Drama Club	12,444.83	1640 Ping Pong	-
1115 Choir	10,095.45	1650 Psychology Club	28.00
1118 Engineering Club	943.85	1710 Math Club	205.72
1128 Mountain Bike	-	1740 Sign Language Club	3.67
1140 Chemistry Club	398.13	1742 Senior Spirit Squad	333.69
1145 Chess	50.00	1743 Skills USA Architecture	4,400.81
1150 Culinary Arts/FCCLA	3,684.80	1744 Skills USA Autos	3,903.80
1155 Catering	11,678.85	1745 Soccer -Boys	2,327.60
1172 Dance	2,255.12	1755 Society	-
1180 Basketball -Boys	2.66	1770 Softball Club	28,429.91
1200 Dream Team	9,814.47	1780 Spanish Club	811.68
1220 Girls Who Code Club	-	1785 Spiritline/ Cheer	6,504.97
1224 Entrepreneurship Club	561.00	1790 Cross Country	6,231.17
1225 Environmentalist Club	513.40	1800 Sports Medicine- HOSA	1,071.12
1226 Early Childhood	5,209.31	1830 Swim Club	-
1227 Yearbook	2,485.72	1835 Tennis -Girls	2,861.00
1230 FCA Club	7.00	1840 Tennis -Boys	2,420.61
1245 French Club	126.76	1860 Track & Field Club	13,940.58
1250 FBLA	15.00	1865 TRI-M Club	451.47
1254 Fashion Photography	10.00	1880 Unicycle	-
1255 Photography Club	5,158.59	1905 Volleyball -Beach	365.00
1267 LGBTQ+	266.62	19401 Young Life	-
1270 German Club	756.36	1950 Bookstore Over/Short	-
1280 Golf -Girls	-		
1290 Wrestling	9,966.20		

**CDO High School Total Clubs** **\$ 248,286.29**

Plus: Outstanding Checks	6,690.10
Less: Outstanding Deposits (Inc CC's)	(3,776.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 251,200.39</b>

Sweep Account \$ 251,200.39  
0.00

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending February 28, 2022**

1001 Student Council	\$ 31,242.17	1400 HOSA-Bio Science Club	\$ 3,409.15
1035 Art Club	2,030.43	1430 Key Club	265.63
1036 Van Gogh's Ear	96.85	1470 Soccer -Girls	13,508.05
1040 Photography/Skills USA	-	1515 Musical Club	312.96
1070 Band Club	1,324.01	1530 Model United Nations	602.97
1075 Cares for Kids	212.37	1540 Trash Club	-
1080 Baseball	1,807.71	1560 National Honor Society	3,748.52
1085 Golf -Boys	50.46	1590 Odyssey of the Mind	-
1090 National Diversity	-	1595 Japanese	268.87
1095 Ridge Audio	428.44	1600 Orchestra Club	503.75
1110 Basketball -Girls	126.40	1630 Journalism	8,326.17
1113 Drama	10,416.19	1700 Club Green	1,047.69
1115 Choir	3,628.31	1720 Athletic Club	11.14
1140 Chemistry	329.00	1740 Sign Language	399.00
1146 Political Action	304.00	1745 Soccer -Boys	10,295.06
1150 Culinary Arts	2,241.69	1750 Robotics Club	3,195.73
1172 Pomline	14,863.01	1770 Softball Club	230.01
1180 Basketball -Boys	3,622.03	1780 Spanish Club	46.00
1203 Pop till you Drop	1,764.33	1785 Spirit-Cheer Club	3,154.19
1215 Animal Club	-	1790 Cross Country	906.13
1227 Yearbook	47,149.10	1800 Sports Medicine	936.60
1230 FCA-Fellowship Christian Ath	-	1830 Swim Club	7,162.26
1245 French	1,325.40	1835 Tennis -Girls	1,164.25
1255 Film	1,301.93	1840 Tennis -Boys	3,241.36
1260 Gaming	114.95	1850 Tech Theater Club	1,209.94
1265 Q Club	399.57	1860 Track & Field Club	1,762.81
1275 Golf -Girls	51.33	1900 Volleyball -Girls	1,566.86
1285 History/Travel	1,235.69	1905 Volleyball -Beach	6,173.62
1290 Wrestling	1,153.12	1910 So. AZ Veterans Heritage Club	2,437.91
1300 Football	31,929.13	1940 Young Life	15.00
1340 Peer Support	-	1950 Bookstore Over/Short	-
1350 Volleyball -Boys	10,219.34		

<b>IRHS School Total Clubs</b>	<b><u>\$ 245,268.59</u></b>
Plus: Outstanding Checks	1,918.05
Less: Outstanding Deposits (Inc CC's)	(13,644.50)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	(200.00)
<b>Bank Balance</b>	<b><u>\$ 233,342.14</u></b>

Sweep Account \$ 233,342.14  
0.00



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of Parent Support Organization(s) – 2021-2022

---

**BACKGROUND:**

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

CDO Choir Booster Club  
CDO Parent Organization  
CDO Beach Volleyball Booster  
CDO Band Booster  
IRHS Project Graduation

---

**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, Chief Financial Officer

Date: April 4, 2022

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Todd A. Jaeger, J.D., Superintendent

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

School Year 2021-2022

Name of Organization CDO Choir Booster Club

School Canyon del Oro High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 84-3394994

**OFFICERS:**

**Name:** Michael Bott  
**Office Held:** President  
**Address:** \_\_\_\_\_

**Name:** Stephanie Kirkland  
**Office Held:** Treasurer  
**Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_

**Date taking office:** 10/08/19

**Date taking office:** 09/02/20

**Name:** Alycia Baehr  
**Office Held:** Vice President  
**Address:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Office Held:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_

**Date taking office:** 09/02/20

**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? once per semester Executive meetings held how often? once per quarter

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

[Signature] 1-7-2022  
Signature Date  
[Signature] 1-7-2022  
Signature Date

[Signature] 1-7-2022  
Signature Date  
[Signature] \_\_\_\_\_  
Signature Date

Site Administrator's Approval: [Signature]  
Signature

1-21-22  
Date

For district use: Finance Department recommendation: approved

Governing Board Agenda date: 4/30/22

Revd 3/22/22

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

School Year 2021-2022

Name of Organization CDO Parent Organization

School Canyon del Oro High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 86-0763723

**OFFICERS:**

**Name:** Robyn Yewell

**Name:** Elizabeth Robb

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 03/11/22

Date taking office: 07/01/17

**Name:** Brooke Cornwell

**Name:** Shannon Haskins

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 03/11/22

Date taking office: 09/30/19

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? 5-7 TIMES ANNUALLY 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.*

Robyn Yewell 3/11/22  
 Signature Date

Elizabeth Robb 3/11/22  
 Signature Date

Brooke Cornwell 3/21/22  
 Signature Date

Shannon Haskins 3/11/22  
 Signature Date

Site Administrator's Approval: Tara Bueh 3/11/22  
 Signature Date

For district use:

Finance Department recommendation: approved

Governing Board Agenda date: 4/12/22

Revd 3/24/22

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

School Year 2021-2022

Name of Organization CDO Beach Volleybal Booster School Canyon del Oro High Sch  
 Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 82-4599533

**OFFICERS:**

**Name:** Coulter Sayonarza  
**Office Held:** President  
**Address:** \_\_\_\_\_

**Name:** Darlene Garner  
**Office Held:** Treasurer  
**Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_  
**Date taking office:** 03/07/22

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_  
**Date taking office:** 03/07/22

**Name:** Dawn Navarrete  
**Office Held:** Vice President  
**Address:** \_\_\_\_\_

**Name:** Erin Whatton  
**Office Held:** Secretary  
**Address:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_  
**Date taking office:** 03/07/22

**Phone(s):** \_\_\_\_\_  
**Date taking office:** 03/07/22

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? 2 Executive meetings held how often? 3

*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.*

Sayonara M. Coulter 3/7/22  
 Signature Date

Darlene Garner 3/7/2022  
 Signature Date

Dawn Navarrete 3/7/22  
 Signature Date

Erin Whatton 3/7/2022  
 Signature Date

Site Administrator's Approval: Tara Bully  
 Signature Date

For district use: Finance Department recommendation: approval  
 Governing Board Agenda date: 4/12/22

Rcvd 3/25/22

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

School Year 2021-2022

Name of Organization CDO Band Booster School Canyon del Oro High Sch  
 Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 84-3394994

**OFFICERS:**

<b>Name:</b> <u>Amy Martinez</u>	<b>Name:</b> <u>Charley Martinez</u>
Office Held: <u>President</u>	Office Held: <u>Treasurer</u>
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>09/01/19</u>	Date taking office: <u>06/13/18</u>
<b>Name:</b> <u>Stephanie Yingling</u>	<b>Name:</b> <u>Jilliane Lewis</u>
Office Held: <u>Vice President</u>	Office Held: <u>Secretary</u>
Address: _____	Address: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>09/13/21</u>	Date taking office: <u>09/11/21</u>

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? Monthly

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

Amy Martinez (electronically) 9/13/21 Stephanie Yingling (electronically) 9/13/21  
 Signature Date Signature Date  
Charlie Martinez (electronically) 9/13/21 Jilliane Lewis 9/11/21  
 Signature Date Signature Date  
 Site Administrator's Approval: Tara Bullock \_\_\_\_\_  
 Signature Date

For district use: Finance Department recommendation: approved  
 Governing Board Agenda date: 4/12/22

Rec'd 2/14 in H. Scanlon box

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

School Year 2021-2022

Name of Organization IRHS Project Graduation

School Ironwood Ridge High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 11-3660162

**OFFICERS:**

**Name:** Beth Roberts  
**Office Held:** President  
**Address:** \_\_\_\_\_

**Name:** Lindsey Hunter  
**Office Held:** Treasurer  
**Address:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_

**E-mail:** \_\_\_\_\_  
**Phone(s):** \_\_\_\_\_

**Date taking office:** 09/15/21

**Date taking office:** 09/17/21

**Name:** Christina Vignery  
**Office Held:** Vice President  
**Address:** \_\_\_\_\_

**Name:** Kristy Thornton  
**Office Held:** Secretary  
**Address:** \_\_\_\_\_

**Phone(s):** \_\_\_\_\_  
**Date taking office:** 09/15/21

**Phone(s):** \_\_\_\_\_  
**Date taking office:** 09/15/21

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? Quarterly

*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>Beth Roberts</u>	<u>9/15/21</u>	<u>Christina Vignery</u>	<u>9/15/21</u>
Signature	Date	Signature	Date
<u>Lindsey Hunter</u>	<u>9/15/21</u>	<u>Kristy Thornton</u>	<u>9/17/21</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>9/21/21</u>		
Site Administrator's Approval: Signature	Date		

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 7/12/22

Revd 3/24/22



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

---

**DATE OF MEETING:**      **April 12, 2022**

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

---

**BACKGROUND:**

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

<u>Description</u>	<u>Quantity</u>
Sewing Machines	10
Tablets (6 Apple and 3 ASUS)	9
HP ProBook 6570b	1
Reading Mentor Machine	1
Califone Cassette Recorder Magnetophone	1
VCR/DVD Players	11
File Cabinets	3
Round, glass top table	1
Elementary school desk w/chair	17
Elementary school desks	30
Projectors (3 Epson, 11 NEC, 1 Dell, 1 Hitachi)	16

---

**RECOMMENDATION:**

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

---

**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: April 4, 2022

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



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

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**DATE OF MEETING:**    April 12, 2022

**TITLE:**    Award of Contract for Mesa Verde Roof Replacement Project- Based Upon Responses to Invitation for Bids (IFB) 3-22-2022MV

---

**BACKGROUND:**

Invitation for Bids 3-22-2022MV for the Mesa Verde Roof Replacement Project was posted for 24 days on the Arizona Purchasing site on [www.AZPurchasing.org](http://www.AZPurchasing.org). Public notice of the bid was also, published as required in *The Daily Territorial* newspaper during the bidding period. This solicitation requested pricing for the roof replacement project at Mesa Verde. There were nineteen vendors who downloaded the solicitation from [www.AZPurchasing.org](http://www.AZPurchasing.org). Six vendors attended the mandatory pre-bid meeting/site inspection. One vendor responded with a bid. The responsive net bid amount is \$1,527,122.00. The responsive net bid amount is listed below.

CONTRACTOR	NET BID AMOUNT
Progressive Service dba, Progressive Roofing	\$ 1,527,122.00

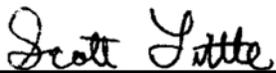
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**RECOMMENDATION:**

In accordance with AZ Administration Code R7-2-1032: the single bidder has been determined to be responsible, the pricing is fair and reasonable and the other prospective bidders has reasonable opportunity to respond to this solicitation. It is the recommendation of the Administration that the Governing Board award a contract to **Progressive Service dba, Progressive Roofing** as determined by their responsive bid to IFB 3-22-2022MV for the Mesa Verde Roof Replacement project. The award for this project will be contingent upon approval of funding by the State of Arizona School Facilities Board.

---

**INITIATED BY:**

  
\_\_\_\_\_  
Scott Little, Chief Financial Officer

Date: March 28, 2022

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



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Award of Contract for Rillito Center Weatherization Project - Based Upon Responses to Invitation for Bids (IFB) 3-22-2022RC

---

**BACKGROUND:**

Invitation for Bids 3-22-2022RC for the Rillito Center Weatherization Project was posted for 24 days on the Arizona Purchasing site on [www.AZPurchasing.org](http://www.AZPurchasing.org). Public notice of the bid was also published as required in *The Daily Territorial* newspaper during the bidding period. This solicitation requested pricing for the weatherization project at Rillito Center. There were nineteen vendors who downloaded the solicitation from [www.AZPurchasing.org](http://www.AZPurchasing.org). Four vendors attended the mandatory pre-bid meeting/site inspection. Three vendors responded with bids. The lowest, responsive net bid amount is \$ 28,088.00. The three responsive net bid amounts are listed below.

CONTRACTOR	NET BID AMOUNT
Epic One Builder, LLC.	\$ 28,088.00
Five Oliver	\$ 43,000.00
LOR Construction, Inc.	\$ 42,800.00

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board award a contract to **Epic One Builder, LLC.** as determined by their responsive bid to IFB 3-22-2022RC for the Rillito Center Weatherization Project. The award for this project will be contingent upon approval of funding by the State of Arizona School Facilities Board.

---

**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: March 28, 2022

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of Facility Rental Program Fees

---

**BACKGROUND:**

Governing Board Policy KF requires the establishment of reasonable fees for the rental of District property as defined by the policy and by Arizona Revised Statutes referenced therein. "Reasonable use fee" means an amount that is at least equal to the school district's cost for utilities, services, supplies 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.

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve the proposed Facility Rental Rates presented for the 2022-2023 school year.

---

**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: March 31, 2022

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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
+	\$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**

---

**DATE OF MEETING:**      April 12, 2022

**TITLE:**    **Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Central Plant 2 Hot Water Line Repairs - Assessment**

---

**BACKGROUND:**

On March 24, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for an assessment of central plant 2 hot water lines at Amphitheater High School. The SFOB has approved this grant request on March 25, 2022, in the amount of \$10,000.00.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00677

Grant Amount: \$10,000.00

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-ASMNT-00677 in the amount of \$10,000.00 for the assessment of the central plant 2 hot water lines at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

---

Richard C. La Nasa, Executive Manager, Operational Support

Date: March 29, 2022

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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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

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

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

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

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

### **5. INSURANCE REQUIREMENTS**

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

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

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

### **15. THIRD PARTY ANTITRUST VIOLATIONS**

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

### **16. PROGRAM REVIEW AND SITE VISITS**

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

### **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

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

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

19.4 INSPECTION

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Canyon del Oro High School Roof Replacement PH II Change Order

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**BACKGROUND:**

On March 9, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request to fund a change order request on the Phase II Roof Replacement (SFOB Grant 043BRG) at Canyon del Oro High School. The SFOB has approved this grant request on March 30, 2022, in the amount of \$19,573.28.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: BRG-CONST-01506

Grant Amount: \$19,573.28

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-CONST-01506 in the amount of \$19,573.28 for the Phase II Roof Replacement at Canyon del Oro High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: March 31, 2022

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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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

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

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

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

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

### **5. INSURANCE REQUIREMENTS**

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

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

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

### **15. THIRD PARTY ANTITRUST VIOLATIONS**

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

### **16. PROGRAM REVIEW AND SITE VISITS**

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

### **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

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

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

19.4 INSPECTION

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

---

**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Painted Sky Elementary School Fire Alarm Assessment

---

**BACKGROUND:**

On March 9, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for an assessment of the fire alarm system at Painted Sky Elementary School. The SFOB has approved this grant request on March 24, 2022, in the amount of \$2,058.00.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00670

Grant Amount: \$2,058.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-ASMNT-00670 in the amount of \$2,058.00 for the assessment of the fire alarm system at Painted Sky Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: March 29, 2022

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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**

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**1. PURPOSE OF TERMS AND CONDITIONS**

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board (“Board”) from the Building Renewal Grant Fund (“Fund”) pursuant to Arizona Revised Statutes, (“A.R.S.”) §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

**2. TERM OF TERMS AND CONDITIONS**

The term of these Terms and Conditions shall begin on the date of the District’s signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

**2.1 ABANDONMENT OF THE PROJECT**

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

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

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

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

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

### **5. INSURANCE REQUIREMENTS**

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

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

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

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

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

### **15. THIRD PARTY ANTITRUST VIOLATIONS**

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

### **16. PROGRAM REVIEW AND SITE VISITS**

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

### **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

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

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

#### 19.4 INSPECTION

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

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

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

#### **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

#### **22. FLOW-DOWN REQUIREMENTS**

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

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

#### **23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

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**DATE OF MEETING:** April 12, 2022

**TITLE:** Approval of One-Time Benefit for Academic-Year Employees Employed to Work in a Summer School Program in May/June 2022

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**BACKGROUND:**

Amphitheater Public Schools plans to offer summer learning opportunities at every school campus from May 31, 2022 through June 30, 2022. These summer programs will be more extensive than the traditional summer school program generally made available for high school students via the District's maintenance and operations override. Instead, the 2022 summer school program will provide essential academic interventions and credit recovery opportunities for students at every grade level and on every school campus using the federal ESSER funds provided by the federal government specifically to address student academic recovery from disruptions to education caused by the pandemic.

With such substantially increased summer school offerings being organized, it is essential that the District be able to recruit current academic-year staff to extend their work schedule into late May and June to assist with the summer program. Some academic-year staff have expressed an inability to work then because their own children will be out of school at that time. Therefore, as an added recruitment incentive for academic-year staff to assist with the District's summer program, Administration recommends the Governing Board authorize the following additional fringe benefit options as one-time offerings to academic-year staff who extend their work schedule to work this summer in a District summer program:

1. The academic-year staff member may qualify for first-priority placement of their own children into the District's summer school program at the District school where their child is enrolled to attend school in FY 2022-2023 (children who attend the summer school program must be enrolled to attend a District school beginning August 2022); and
2. The academic-year staff member will qualify for free preschool for any preschool-aged child during the hours and on the days that the academic-year staff member works in the District summer school program.

Both of these fringe benefit options will only be available to academic-year employees who remain in their same position next school year and extend their work schedule over the summer to assist with a District summer program. If approved, both fringe benefit options will expire once the 2022 summer school program ends and will not continue to be offered as an employee benefit effective July 1, 2022.

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**RECOMMENDATION:**

Administration recommends that the Governing Board approve the fringe benefit options as presented as a one-time fringe benefit recruitment incentive for academic-year staff members who extend their work schedule to work in the District's 2022 summer program.

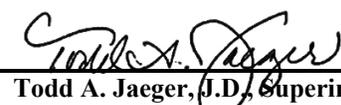
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**INITIATED BY:**



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

**Date:** April 11, 2022



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



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

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**DATE OF MEETING:**        **April 12, 2022**

**TITLE:**        **Approval of Amendment to Intergovernmental Agreement with Pima County approved on May 12, 2021 and a New Intergovernmental Agreement with Pima County to Fund Preschool Classes at 10 Schools**

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**BACKGROUND:**

On May 12, 2021, the Governing Board approved an Intergovernmental Agreement (IGA) with Pima County to fund preschool classes under the Pima Early Education Program (PEEPs) in the Amphitheater District at Amphitheater High School, Holaway Elementary School, and Walker Elementary School (collectively, original PEEPS classes). Under that IGA, Pima County planned to fund the original PEEPS classes from its general fund.

However, the Pima County Board of Supervisors subsequently approved changes to the source of funding for PEEPS preschool classes county-wide. In August 2021, the Board of Supervisors approved converting federal financial assistance that the county received from the Federal American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (ARPA CSLFRF) to fund PEEPS preschool classes. This change requires amendment to the IGA approved May 12, 2021.

Pima County has proposed the two attached agreements to Amphitheater Public Schools to address these changes to PEEPS preschool funding source. First, it proposes the IGA amendment entitled “Amendment One” to terminate funding for the original PEEPS classes from its general fund. Next, it proposes the IGA entitled “Federal Financial Assistance Subaward” to instead fund all original PEEPS classes from its ASPA CSLFRF funds.

In addition, Pima County would like to fund 7 additional new preschool classes in the Amphitheater District under similar terms as the original PEEPS classes. In addition to the original PEEPS classes, the Federal Financial Assistance Subaward proposes having the county fund a new preschool class at each of the following 7 District schools: Canyon del Oro High School, Copper Creek Elementary School, Donaldson Elementary School, Nash Elementary School, Keeling Elementary School, Rio Vista Elementary School, and Prince Elementary School (collectively, the “7 new PEEPS classes”).

If approved, the Federal Financial Assistance Subaward will require Pima County to fund 10 preschool classes in the Amphitheater District using the ASPA CSLFRF funds that the county receives from the federal government. Moreover, the Federal Financial Assistance Subaward proposes to fund all 10 PEEPS preschool classes through May 30, 2024, which is one year longer than the IGA previously approved on May 12, 2021.

While the terms of the Federal Financial Assistance Subaward are generally the same as those approved by the Governing Board on May 12, 2021 for the 3 original PEEPS classes, the amount of the funding to be provided to the District by Pima County to cover these PEEPS preschool classes has increased to \$3,548,960.00 to account for the additional 7 classes and the extended time period. The Federal Financial Assistance Subaward also contains terms required by the federal government for programs funded by the federal government. These terms are consistent with other federal financial assistance subawards in place in the District.

Administration recommends that Amphitheater Public Schools enter into both the Amendment and the Federal Financial Assistance Subaward to enable the District to continue and even expand its preschool offerings next year. Given the increased number of preschool classes, it is important that both agreements be considered by the Governing Board as soon as possible so that Administration can hire staff for the 7 additional preschool classes.

The proposed IGA has been submitted to the attorneys<sup>173</sup> for each party for approval as to the form and content. It is in the proper form and is within the powers and authority granted to Amphitheater to execute the IGA.



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

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**RECOMMENDATION:**

The Administration recommends that the Board approve the attached Amendment and Federal Financial Assistance Subaward intergovernmental agreements with Pima County as presented.

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**INITIATED BY:**

A handwritten signature in cursive script that reads "Michelle Tong".

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

Date: April 11, 2022

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

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Todd A. Jaeger, J.D., Superintendent

**Pima County Community & Workforce Development Department**

**Program:** Pima Early Education Program

**IGA:** Pima County Amphitheater Schools dba Amphitheater Public Schools

**Amount:** \$158,400.00

**IGA No:** CT-CR-21-416

**Funding:** City of Tucson

**Contract Amendment No.:** 01

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<b>Orig. Contract Term:</b> 08/01/2021-05/31/2023	<b>Orig. Amount:</b>	\$792,000.00
<b>Termination Date Prior Amendment:</b> N/A	<b>Prior Amendment Amount:</b>	\$0.00
<b>Termination Date This Amendment:</b> 05/31/2022	<b>This Amendment Amount:</b>	(\$633,600.00)
	<b>Revised Total Amount:</b>	\$158,400.00

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**AMENDMENT ONE**

**1. Background and Purpose.**

**1.1. Background.** On May 18, 2021, Pima County (“County”) and Amphitheater Public Schools (“District”), entered into the above-referenced Intergovernmental Agreement (“Agreement”) to provide high quality preschool classes at a District site without cost to low-income families. County determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.

**1.2. Purpose.** The Parties want to decrease the overall funding, decrease the number of classes from three classes to the two classes located within the City of Tucson, and change the funding source from the Pima County General Funds to the City of Tucson grant.

**2. Term.** The parties agree to change the termination date in Section 2.0 from May 31, 2023 to May 31, 2022.

**3. Party Responsibilities.**

**3.1. Exhibit A** Section 3, Program Locations, is replaced in its entirety with the following:

**Program Locations:** District shall provide the Program at the following locations:

3.1 Amphitheater High School, 125 W. Yavapai Rd., Tucson AZ 85705 – 1 new class

3.2 Holaway Elementary School, 3500 N. Cherry Ave., Tucson, AZ 85719 – 1 new class

#### 4. Financing.

4.1. The maximum allocated amount in Section 7.1 is decreased by \$633,600.00. County's total payments to District under this Agreement will not exceed \$158,400.00.

4.2. Paragraph 7.6 is deleted in its entirety and replaced with the following:

##### 7.6 Timing of Invoices.

7.6.1 District will submit invoices and performance reports to County on a monthly basis as set forth in **Exhibit B-1** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which District delivered the invoiced services to County.

7.6.2 Content of Invoices and Performance Reports. Each monthly request for reimbursement must be completed on the form provided by County similar to the form in **Exhibit B-1**. It must include a unique invoice identifier and this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of the District must approve and sign each invoice to insure proper internal financial controls. The invoice must include (1) number of new classes in operation under this Agreement multiplied by the per class base reimbursement rate for that age group and divided by 10, (2) the dollar amount of the other financial assistance received by the school district that month for the children in the class(es), (3) the dollar amount received by the school district that month for private-pay children in the class(es), and (4) the total reimbursable amount for that month. The performance report must include (1) the total number of children enrolled per class for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to attend class(es), (3) number of children funded under private pay to attend class(es), and (4) report race/ethnicity per child quarterly. County may refuse to pay for any service for which District does not timely invoice the County.

7.6.2 District must provide the following documentation with each invoice:

7.6.2.1 Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.

7.6.2.2 Copies of DES childcare subsidy billing forms, Quality First scholarship billing forms, or private pay billing forms, if applicable for that month.

7.6.2.3 Any other documentation requested by County.

4.3. Paragraph 7.7 is deleted in its entirety and replaced with the following:

7.7 Because of continuing impacts from the COVID-19 public health emergency, County will reimburse District at the per class base reimbursement rate regardless of

enrollment, less other financial assistance, and less private pay received for children in the class(es).

5. **Counterparts.** This Amendment No. 01 may be executed in any number of counterparts, each counterpart is considered an original, and together the counterparts constitute one and the same instrument.

All other provisions of the IGA not specifically changed by this Amendment remain in effect and are binding upon the parties.

**SIGNATURE PAGE TO FOLLOW**

**PIMA COUNTY:**

**DISTRICT:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Superintendent, District

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk, District

**Approval**

The foregoing Intergovernmental Agreement between County and District has been reviewed by the undersigned and is hereby approved as to content.

\_\_\_\_\_  
Jan Leshner, Acting Pima County Administrator

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between County and the District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**PIMA COUNTY:**

**DISTRICT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Associate to the Superintendents and  
General Council

EXHIBIT B-1 (1 page)

District will submit monthly financial reports for reimbursement using the following reporting template:

### PIMA COUNTY INVOICE AND PERFORMANCE REPORT

Pima County Department of Community & Workforce Development-City of Tucson Grant

Invoice and Performance Report For The Month Of \_\_\_\_\_ 2021

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**PLEASE SEND INVOICE TO THE ATTENTION AGENCY INVOICE INFORMATION**

Community & Workforce Development  
 Alim, Nicole Scott  
 2797 E. Ajo Way  
 Tucson, AZ 85713  
 CWD\_Fiscal@pima.gov  
 nicole.scott@pima.gov

School District Name  
 Alim  
 Agency Address  
 City, State, Zip Code

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**FEDERAL FUNDING INFORMATION**

REPORT DATE \_\_\_\_\_  
 PROGRAM NAME PEP School District Expansion Classes  
 REPORT # \_\_\_\_\_ CFDA # \_\_\_\_\_

**PLEASE MAKE SURE YOU ENTER A REPORT DATE IN SPACE LTD (date report is prepared, not month being reported)**

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**APPROVED BUDGET & EXPENSE DETAILS (07/01/21 - 06/30/22)**

EXPENSES	APPROVED BUDGET	Aug-21 Exp. Amt	Sep-21 Exp. Amt	Oct-21 Exp. Amt	Nov-21 Exp. Amt	Dec-21 Exp. Amt	Jan-22 Exp. Amt	Feb-22 Exp. Amt	Mar-22 Exp. Amt	Apr-22 Exp. Amt	May-22 Exp. Amt	YEARS TO DATE TOTALS	BALANCE REMAINING
Number of 18-Student Classes: \$118,800/18												0	0
Number of 20-Student Classes: \$132,000/20												0	0
Minus Other Financial Aid for Children in classes)												0	0
Minus Private Pay for Children in classes)												0	0
<b>TOTAL CONTRACT EXPENSES</b>													

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**PERFORMANCE REPORT (07/01/21 - 06/30/22)**

Demographics	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22
Contracted children enrolled in classes										
Number of children receiving individual assistance										
Number of children funded by Private Pay										
Number of dual language learners										
Number of Hispanic Children										
Number of White Non-Hispanic Children										
Number of Black Non-Hispanic Children										
Number of Native American Non-Hispanic Children										
Number of Asian/Pacific Islander Non-Hispanic Child										
Number of Other Non-Hispanic Children										

**Documentation to be submitted with each monthly invoice:**

- Copies of invoices that account for 100% of each employee's time and effort.
- Copies of DCS (discipline scheduling) forms, Quality First schedule/scheduling forms, if applicable for that month.

**By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material**

**REQUIRED SUBRECIPIENT SIGNATURES:**

Agency Preparer Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Agency Authorized Approver Signature - please print & sign \_\_\_\_\_ Date \_\_\_\_\_

Date bill received/initials \_\_\_\_\_ Date read and submitted for corrections/initials \_\_\_\_\_

Date read & submitted for payment/initials \_\_\_\_\_

FOR PIMA COUNTY USE ONLY

END OF EXHIBIT B-1

<b>Pima County Department of Community &amp; Workforce Development</b>				
<b>Project:</b> Pima Early Education Program				
<b>Subrecipient:</b> Pima County Amphitheater Schools dba Amphitheater Public Schools				
<b>Amount:</b> \$3,548,960.00				
<b>Contract No.:</b> [CT/CTN-Dept-22*### (from Advantage)]				
<b>Funding:</b> U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds				
<b>Unique Entity ID (SAM):</b> JFQYRDQLNSK1				
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Federal Contract No.:</b> N/A				
<b>Required Match:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Match Amount:</b> N/A
<b>Indirect Cost Rate:</b>		<input type="checkbox"/> Federal	<input type="checkbox"/> NICRA	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Agency:</b>		<input checked="" type="checkbox"/> Subrecipient		<input type="checkbox"/> Contractor
<b>CFDA</b>	<b>Program Description</b>	<b>National Funding</b>	<b>Pima County Award</b>	<b>FAIN</b>
21.027	American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds	\$350,000,000,000	FY 21 \$101,710,834.00	SLFRP0180

**FEDERAL FINANCIAL ASSISTANCE SUBAWARD**

**1. Parties, Authority, and Background.**

- 1.1. **Parties.** This Federal Financial Assistance Subaward (“Agreement”) is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Amphitheater Public Schools (“Subrecipient”).
- 1.2. **Authority.** County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) in the amount of \$101,710,834.00, from the U.S. Department of the Treasury (“Treasury”) as part of the American Rescue Plan Act (“ARPA”), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*) Treasury issued the Final Rule for State, Territorial, Local, and Tribal Governments (the “FR”) on January 27, 2022, codified at 31 C.F.R. Part 35. Treasury also published CSLFRF Frequently Asked Questions (“FAQs”) that were last updated in January 2022, that set forth Treasury’s interpretation of the CSLFRF’s provisions for the use of funds. County is authorized by 31 C.F.R. §35.6(b)(3)(ii)(A)(3) to use funds to respond to the negative economic impacts of the COVID-19 public health emergency on early learning services. County is also authorized by A.R.S. §§ 11-254.04 to spend public monies to

improve and enhance the economic welfare and health of the inhabitants of the County.

- 1.3. **Background.** On May 4, 2021, the Pima County Board of Supervisors approved the Year 1 plan for the Pima Early Education Program (PEEP). County is authorized by A.R.S. §§ 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County Inhabitants. County determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.
2. **Term.** The term of this Agreement commences on August 1, 2022 and will terminate on May 30, 2024. If the commencement date of the Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date. The term of this Agreement will survive and remain in effect during any period that Subrecipient has control over any funds provided under this Agreement, including program income.
3. **Scope of Services.** Subrecipient will provide County with the services described in **Exhibit A** (2 pages). Subrecipient will also undertake the same obligations to the County, as the County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of the Subrecipient or ASRS retirees leased by Subrecipient through a third party vendor such as Educational Services, Inc.; (2) satisfy any qualifications in this Agreement; and (3) be covered by personnel policies and practices of Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
4. **Monitoring and Evaluation.**
  - 4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is uses the funding as allowed by the CSLFRF. Monitoring may include making sure Subrecipient is:
    - 4.1.1. Making adequate and acceptable progress in the provision of services;
    - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
    - 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
  - 4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 24, Books and Records, County, and any authorized federal, state or local

agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or the with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

## 5. Compensation and Payment.

5.1. **Not-to-Exceed Amount.** County may pay Subrecipient up to **\$3,548,960.00** (the "Not to Exceed or NTE Amount"). Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk. County shall notify Subrecipient by April 30, 2023 of County's ability fund additional Program Services in Fiscal Year 2024.

5.2. **Budget.** Subrecipient will be paid on a per-class reimbursement.

5.2.1. For School Year 2021-2022. Up to \$132,000 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten). Up to \$118,000 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts: \$6,600 per child per 10-month program. Because the total cost per child is estimated at \$8,350, the parties understand that Subrecipient is making an in-kind contribution of \$1,750 per child in addition to the \$6,600 per child paid by the County.

5.2.2. For School Year 2022-2023 and 2023-2024. Up to \$172,828 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten). Up to \$155,545.20 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts: \$8,641.40 per child per 10-month program. Because the total cost per child is estimated at \$10,391.40, Subrecipient will make an in-kind contribution of \$1,750 per child in addition to the \$8,641.40 per child paid by the County.

5.2.3. Subrecipient's in-kind contributions include classroom space, utility costs, custodian services, security, and administrative overhead (Human Resources, Information Technology, payroll processing, etc.), that are valued at approximately \$1,750 per 10-month program per child.

5.2.4. Within 60 days of execution of the Agreement, Subrecipient is required to submit a plan for how Subrecipient will spend funds for reimbursement as stated above in 5.2.2. and per the Allowable Expenses in 5.4. The one to two page narrative plan must include how subrecipient will spend funds on (A) increasing teacher and teacher assistant wages or other forms of compensation and/or (B) improving the quality of classes. The County will be

flexible in considering and approving plans, with final approval due 90 days after execution of this Agreement.

- 5.3. **Maximize Other Financial Assistance.** Subrecipient shall maximize other financial assistance for preschools and utilize County funding as a last-dollar-in approach. Subrecipient shall ensure other financial assistance has been applied and accepted if awarded. Examples include but are not limited to DES childcare subsidies, Quality First scholarships, and private tuition for children that don't meet income eligibility requirements. Subrecipient shall not invoice County for costs that are paid by another fund source(s) and Subrecipient shall allocate expenses between other fund sources, as allowable. Subrecipient shall document receipt of alternative funding for costs which would otherwise be subject to payment under this Agreement as part of the monthly invoice to the County under Section 5.8 below.
- 5.4. **Allowable Expenses.** The rates paid by County to Subrecipient, in addition to the in-kind contribution by Subrecipient, are intended to fully cover the cost of providing new high quality preschool class(es), as defined in Exhibit A Scope of Services. Allowable expenses include all costs associated with setting up and operating the new class(es), including indoor and outdoor environs, as well expenses related to improving quality. Expenses listed in 5.2.3 as funded by Subrecipient's in-kind contributions are not allowable expenses.
- 5.5. **No Family Fees.** Subrecipient shall not charge eligible families any fees. Subrecipient may only charge fees for before or after preschool care.
- 5.6. **Use of Funds.** Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates issued to regulations, frequently asked questions and compliance and reporting guidance.
- 5.7. **Timing of Invoices.** Subrecipient will submit invoices and performance report to County on a monthly basis as set forth in **Exhibit B** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products or services to County.
- 5.8. **Content of Invoices and Performance Reports.** Each monthly request for reimbursement must be completed on the form provided by County similar to the form in **Exhibit B**. It must include a unique invoice identifier and this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each invoice to insure proper internal financial controls. The invoice must include (1) number of new classes in operation under this Agreement multiplied by the per class base reimbursement rate for that age group and divided by 10, (2) the dollar amount of the other financial assistance received by the school district that month for the children in the class(es), (3) the dollar amount received by the school district that month for private-pay children in the class(es), and (4) the total reimbursable amount for that month. The

performance report must include (1) the total number of children enrolled per class for that month as of the last day of the month, (2) number of children receiving other financial assistance that month to attend class(es), (3) number of children funded under private pay to attend class(es) and (4) report race/ethnicity per child quarterly. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.

- 5.9. Because of continuing impacts from the COVID-19 public health emergency, County will reimburse District at the per class base reimbursement rate regardless of enrollment, less other financial assistance, and less private pay received for children in the class(es).
- 5.10. **Invoice Documentation.** Subrecipient must provide the following documentation with each Invoice:
  - 5.10.1. Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.
  - 5.10.2. Copies of DES childcare subsidy billing forms, Quality First scholarship billing forms, or private pay billing forms, if applicable for that month.
  - 5.10.3. Any other documentation requested by County.
- 5.11. **Payments to Subrecipient.** County will not make any payments to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to Subrecipient. County may at any time question any payment to Subrecipient. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient must also provide copies of the Subrecipient Core Documents in **Exhibit C** before County will disburse any funds to Subrecipient.
- 5.12. **Final Payment.** Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 30 calendar days after the end of the contract term. The request must meet the requirements set forth in Paragraph 5.9 above and include a report summarizing Subrecipient's performance during the term of the Agreement. County may deny any request for reimbursement received after June 30, 2024.

6. **Audit Requirements.**

6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F. In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet Federal, State, and County requirements and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific or financial audit. The notice from County will specify the period to be covered by the audit, the type of audit, and the deadline for completion and submission of the audit. Subrecipient will ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and will be submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.

7. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

8. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. **Insurance Coverages and Limits:** Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

8.1.1. **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

- 8.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 8.1.3. **Workers' Compensation and Employers' Liability** – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 8.1.4. **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

## 8.2. Additional Coverage Requirements:

- 8.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 8.2.2. **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 8.2.3. **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 8.2.4. **Primary Insurance Endorsement:** The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 8.2.6. **Subcontractors:** Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

8.3. **Notice of Cancellation:**

Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

8.4. **Verification of Coverage:**

8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.

8.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. **Approval and Modifications:**

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule,

regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

10. **Laws and Regulations.**

10.1. **Compliance with Laws.** In addition to the specific requirements in **Exhibit D** , Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.

10.2. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

10.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10.4. **Domestic Preference for Procurements.** As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

10.5. **Telecom Prohibition.** Subrecipient will comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.

10.6. **Environmental Laws.** Subrecipient will comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000).

11. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

12. **Sub-subrecipients.** Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Prior written approval from County is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient

is fully responsible for all acts and omissions of any sub-subrecipients, and of persons directly or indirectly employed by any sub-subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any sub-subrecipient, except as may be required by law. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining sub-subrecipients. Subrecipient must include the provisions in **Exhibit D** in all agreements between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient is responsible for sub-subrecipients' compliance with the provisions in **Exhibit D** and for any disallowances or withholding of reimbursements resulting from noncompliance of any subrecipients with **Exhibit D**.

13. **Non-Discrimination.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
14. **Assignment.** Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
15. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
17. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
18. **Termination.**
  - 18.1. **Without Cause.** Either party may terminate this Agreement at any time without cause by notifying either party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
  - 18.2. **With Cause.** County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.

- 18.3. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
19. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- |   |                      |
|---|----------------------|
| <p>County:</p><br><p>Jenifer Darland<br/> Deputy Director<br/> Community &amp; Workforce Development<br/> 2791 E. Ajo Way, 3<sup>rd</sup> Floor<br/> Tucson, AZ 85713</p> | <p>Subrecipient:</p> |
|---|----------------------|
20. **Non-Exclusive Contract.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
22. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
23. **Books and Records.** Subrecipient must keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least five years after Subrecipient submits its single or last Expenditure Report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the five-year period, whichever is later.
24. **Public Records.**
- 24.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes any records that it submits to County contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to

County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. **Other Documents.** In entering into this Agreement, Subrecipient and County relied on the Interim Final Rule and Final Rule for State, Territorial, Local, and Tribal Governments, the FAQs, and the Compliance and Reporting Guidance that are available at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. The requirements in these documents are incorporated into this Agreement to the extent they are consistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any potentially inconsistent provisions to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. If there is an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over this Agreement, unless otherwise required by law.

26. **Legal Arizona Workers Act Compliance.**

26.1. **Compliance with Immigration Laws.** Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

26.2. **Books & Records.** County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

26.3. **Remedies for Breach of Warranty.** Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

26.4. **Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-

214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 27. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 28. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum approved and signed by the Director of the Department of Community & Workforce Development or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.
- 29. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 30. **Effective Date.** This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party as indicated by the date associated with that party's signature.

**PIMA COUNTY**

**SUBRECIPIENT**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Governing Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

---

Deputy County Attorney

---

Print DCA Name

APPROVED AS TO CONTENT

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Legal Counsel for the District

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Date

**Exhibit A (2 Pages)  
Scope of Services**

**PIMA EARLY EDUCATION PROGRAM (PEEP)**

- 1. Family Eligibility:** To be eligible for PEEP, families must have children age's three to five not eligible for Kindergarten, with a household income at or below 200% of the Federal Poverty Level.
  
- 2. District Eligibility:**
  - 2.1. Districts shall (1) operate preschool classes at least six hours a day for 10 months of the year, (2) be contracted with DES to accept child care subsidies for DES eligible children, and (3) be considered "high-quality" meaning they have a Quality First rating of 3-5 starts, be a Head Start program, or be Nationally Accredited by one of the following organizations considered by DES as high quality: National Association for the Education of Young Children, American Montessori Society, Association for Christian Schools International, National Accreditation Commission for Early Care and Education Programs, National Early Childhood Program Accreditation. District shall provide County with a copy of the District's current certification by DES prior to submitting District's first invoice.
  
  - 2.2. If a District site is not rated high quality, but District operates preschool classes at other District sites that are rated high quality, the new classes shall be designed and operated to replicate those existing high quality classes and District shall submit proof of application for Quality First or another eligible high quality accreditation prior to submitting District's first invoice.
  
- 3. Program Locations:** District shall provide the Program at the following location:
  - 3.1. For School Year 2021-22:  
Walker Elementary School, 1750 W. Roller Coaster Road, Tucson, AZ 85704, 1 class
  
  - 3.2. For School Year 2022-23:  
Walker Elementary School, 1750 W. Roller Coaster Road, Tucson, AZ 85704, 1 class  
Amphitheater High School, 125 W Yavapai Rd, Tucson, AZ 85705, 1 class  
Holaway Elementary School, 3500 N Cherry Ave, Tucson, AZ 85719, 1 class  
Canyon del Oro High School, 25 W Calle Concordia, Tucson, AZ 85704, 1 class  
Copper Creek Elementary School, 11620 N Copper Spring Trail, Oro Valley, AZ 85737, 1 class  
Donaldson Elementary School, 2040 W Omar Dr, Tucson, AZ 85704, 1 class  
Nash Elementary School, 515 W Kelso St, Tucson, AZ 85705, 1 class  
Keeling Elementary School, 2837 N Los Altos Ave, Tucson, AZ 85705, 1 class  
Rio Vista Elementary School, 2837 N Los Altos Ave, Tucson, AZ 85705, 1 class  
Prince Elementary School, 125 E Prince Rd, Tucson, AZ 85705, 1 class
  
  - 3.3. For School Year 2023-24:  
Walker Elementary School, 1750 W. Roller Coaster Road, Tucson, AZ 85704, 1 class  
Amphitheater High School, 125 W Yavapai Rd, Tucson, AZ 85705, 1 class  
Holaway Elementary School, 3500 N Cherry Ave, Tucson, AZ 85719, 1 class  
Canyon del Oro High School, 25 W Calle Concordia, Tucson, AZ 85704, 1 class

Copper Creek Elementary School, 11620 N Copper Spring Trail, Oro Valley, AZ 85737, 1 class  
Donaldson Elementary School, 2040 W Omar Dr, Tucson, AZ 85704, 1 class  
Nash Elementary School, 515 W Kelso St, Tucson, AZ 85705, 1 class  
Keeling Elementary School, 2837 N Los Altos Ave, Tucson, AZ 85705, 1 class  
Rio Vista Elementary School, 2837 N Los Altos Ave, Tucson, AZ 85705, 1 class  
Prince Elementary School, 125 E Prince Rd, Tucson, AZ 85705, 1 class

**4. District responsibilities:** District shall:

- 4.1. Make a good faith effort to commence operation of new preschool classes of up to 18-20 children each, dependent on age, by August 31 of each school year.
- 4.2. Operate the new classes according to the High Quality standards as defined by the preschool's applicable accreditation.
- 4.3. Market the classes to eligible families.
- 4.4. Confirm age, birthdate, and income eligibility for all children. Income eligibility shall be based on household income and size. The income eligibility check is only required when the child first enters the preschool program. If family income increases after that, the child is still age eligible and may continue to attend.
- 4.5. For families with incomes at or below 165% of the Federal Poverty Level, (1) enroll child in class, (2) require the family apply for a DES childcare subsidy, (3) provide the family with information about how to apply for the DES child care subsidy, (4) require the family to notify District within 60 days on the status of the application, (5) if family is approved, family must provide approval letter to District and District shall bill DES for that child and reflect DES monthly billing amount on County invoice, and (6) if family is denied, family must provide denial letter to District and child remains enrolled in class.
- 4.6. Provide families with a Family Award Notification Letter when enrollment is complete, provide County with a copy, and keep copy on file (sample letter attached as **Exhibit E** (2 pages), to include attestation for age and income eligibility, race and ethnicity, other data used for program evaluation, DES eligibility and attestation language, and acknowledgement of Pima County funding).
- 4.7. Have a written attendance policy in place and provide the policy to families.
- 4.8. Make a good faith effort to fill class vacancies within 30 calendar days.
- 4.9. Offer to provide snacks and meals to all children in the class, regardless of whether they qualify for free or reduced lunch.
- 4.10. Attend quarterly coordination meeting with County and other Districts.
- 4.11. If District's site provide infant/toddler care, District's site may not reduce the number of classes for that age group.
- 4.12. District shall provide all in person and group Program Services in compliance with Centers for Disease Control and Prevention ("CDC"), State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If District's performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, District shall immediately report the situation to County. County and District will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

**END OF EXHIBIT A**



# EXHIBIT B (1 Page) PAYMENT & REIMBURSEMENT

Subrecipient will submit requests for reimbursement using the following invoicing template:

## PIMA COUNTY INVOICE AND PERFORMANCE REPORT

### Pima County Department of Community & Workforce Development -CSIRRF Grant

Invoice and Performance Report For the Month of \_\_\_\_\_, 2021

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**PLEASE SEND INVOICE TO THE ATTENTION OF:**

Community & Workforce Development  
 Abby Nicole Scott  
 2797E Ajo Way  
 Tucson, AZ 85713  
[abscott@pima.gov](mailto:abscott@pima.gov)  
[www.pima.gov](http://www.pima.gov)

**AGENCY INVOICE INFORMATION**

School District Name: \_\_\_\_\_  
 Addr: \_\_\_\_\_  
 Agency Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_

**FEDERAL FINANCING INFORMATION**

REPORT DATE: \_\_\_\_\_  
 PROGRAM NAME: \_\_\_\_\_  
 REPORT # \_\_\_\_\_  
 CFDA # \_\_\_\_\_

PLEASE MAKE SURE YOU ENTER A REPORT DATE IN SPACE L10 (date report is prepared, not month being reported)

---

#### APPROVED BUDGET & EXPENSE DETAILS (07/01/21 - 06/30/22)

EXPENSES	APPROVED BUDGET		07/21		08/21		09/21		10/21		11/21		12/21		01/22		02/22		03/22		04/22		05/22		YEAR TO DATE TOTALS	BALANCE REMAINING	
	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt	Exp. Amt	Eq. Amt			
<b>Demographics</b>																											
Total number of children enrolled in classes																											
Number of children receiving other financial assistance																											
Number of children funded by Private Pay																											
Number of dual language learners																											
Number of Hispanic Children																											
Number of White Non-Hispanic Children																											
Number of Black Non-Hispanic Children																											
Number of Native American/Non-Hispanic Children																											
Number of Asian/Pacific Islander Non-Hispanic Children																											
Number of Other Non-Hispanic Children																											

Documentation to be attached with each monthly invoice:  
 1. Copies of timesheet account for 100% of each employee's time and effort.  
 2. Copies of DCI children school billing forms, Quality First school reporting forms, or private pay billing forms, if applicable for that month.

By signing this report, I certify that to the best of my knowledge (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit, and (2) this report is true, complete and accurate, and the expenditures and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign \_\_\_\_\_ Date: 07/01/21

FOR PIMA COUNTY USE ONLY

Date received for correction/initials \_\_\_\_\_

Contact Person Name/ID: \_\_\_\_\_

Agency Authorized Approver Signature - please print & sign \_\_\_\_\_ Date received & submitted for payment/initials \_\_\_\_\_

END OF EXHIBIT B

**EXHIBIT C (2 Pages)**  
**Subrecipient Core Documents**

All Subrecipients are required to submit the following agency core documents to the County within 30 days of approval of this Agreement:

1. Audited Financial Statement(s)(most current)
2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
  - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
3. Organizational Charts
4. Chart of Accounts with Cost Centers
5. Internal Control Procedure(s) including but not limited to:
  - a. Procurement/Purchasing Policy(ies)
  - b. Procedure for budgeting grants
  - c. Personnel Policies
  - d. Drug-free Workplace Policy
  - e. Code of Conduct
  - f. Conflict of Interest
  - g. Whistle Blower Protection
  - h. Employee Travel
6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
  - a. Cost Allocation Plan
  - b. Cash Management Procedure(s)
  - c. Methodology for reporting accrued expenditures for Pima County contracts
  - d. Financial Management Systems
  - e. Determination of Allowable costs
  - f. Financial Reporting
  - g. Records Retention
7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
8. Indirect Cost Rate (most current issued by your agency).  
Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:
  - a. An approved federal recognized indirect cost rate negotiated between the Federal Government; or
  - b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to [GMI\\_Development@pima.gov](mailto:GMI_Development@pima.gov)

or via Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701.

**END OF EXHIBIT C**

**EXHIBIT D (4 Pages)  
SPECIAL CONDITIONS**

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
3. Maintenance of and Access to Records.
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
6. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
8. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit

discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
10. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
11. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.
13. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting

in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract , or subcontract under this award.

- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**END OF EXHIBIT D**

**EXHIBIT E (2 Pages)  
Family Award Notification Letter**



**Pima Early Education Program/ [ADD SCHOOL DISTRICT NAME]  
Family Award Notification Letter**

Thank you for enrolling your child in a high quality preschool class! This class is funded by Pima County and your school district, as part of the Pima Early Education Program (PEEP). The PEEP mission is built on research which shows that children who attend high quality preschool programs are better prepared for kindergarten. There are long term benefits, too: Children are more likely to graduate high school, have higher incomes, and have better health. High quality preschool benefits not only children, but also families, schools and our community as a whole. Congratulations on your decision to participate!

[District] has confirmed that your child is age and income eligible to attend this class for free, and the school is only allowed to charge you for before or after school care.

---

*The following section is to be completed by School Personnel, with a copy provided to parents/guardians, Pima County, and kept on file by the School.*

Today's Date \_\_\_\_\_

Name of Child \_\_\_\_\_

Anticipated date child will start preschool \_\_\_\_\_

Child is age eligible for this class? Yes or No

Child's family income is 200% or below the Federal Poverty Level. Yes or No

Child's family income is 165% of below the Federal Poverty Level. Yes or No.

If Yes, has family been provided with application information for DES child care subsidy? Yes, No, N/A

School District Name \_\_\_\_\_

School Name \_\_\_\_\_

School Address \_\_\_\_\_

---

Form completed by – please print and sign

Date

Contact Phone number

**Programa de Educación Temprana del Condado Pima**

**Aviso de Premio Familiar Otorgado**

¡Gracias por inscribir a su hijo en una clase preescolar de alta calidad! Esta clase es fundada por su distrito escolar y por el Condado Pima, como parte del Programa de Educación Temprana del Condado Pima (PEEP) por sus siglas en inglés. La misión de PEEP esta basada en investigaciones que demuestran que niños que asisten a un programa preescolar de alta calidad están preparados de mejor manera para el jardín de niños. También hay beneficios a largo plazo: Los niños tienen más posibilidades de graduarse de la preparatoria, tener ingresos más altos, y tener mejor estado de salud. Una escuela preescolar de alta calidad beneficia no solamente a los niños, pero también a las familias, escuelas y a nuestra comunidad. ¡Felicidades por haber tomado la decisión de participar!

[Distrito] Ha confirmado que por sus ingresos y la edad su hijo, su hijo es elegible para asistir a esta clase gratuita, la escuela solamente tiene permitido cobrarle por cuidados brindados en horas antes y después del horario escolar normal.

---

Esta sección debe ser completada por personal de la escuela, se les brindará una copia a los padres/tutores, al Condado Pima, y se mantendrá en archivo por parte de la escuela.

Fecha de hoy\_\_\_\_\_

Nombre del niño\_\_\_\_\_

Fecha anticipada que el niño comenzara la escuela preescolar\_\_\_\_\_

¿El niño tiene la edad requerida para esta clase? Sí o No

¿Los ingresos de la familia del niño son 200% o menos del Nivel Federal de Pobreza? Sí o No

¿Los ingresos de la familia del niño son 165% o menos del Nivel Federal de Pobreza? Sí o No

Si sí, ¿Se le ha brindado a la familia información sobre la solicitud para subvenciones para cuidados de niños por parte del DES? Sí, No, N/A

Nombre del Distrito Escolar\_\_\_\_\_

Nombre de la Escuela\_\_\_\_\_

Dirección de la Escuela\_\_\_\_\_

---

Formulario completado por – Nombre y firma  
Contacto

Fecha

Número de

**END OF EXHIBIT E**



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

**DATE OF MEETING:**      April 12, 2022

**TITLE:**                  Approval of Out of State Travel

**BACKGROUND:**

**STUDENTS**

Lisa DaDeppo, Leann Calvin, Jenny Basye, and Amanda Champion request permission to take 16 Odyssey of the Mind students to the Odyssey of the Mind World Finals in Ames, Iowa on May 24-29, 2022. Approximate cost of travel is \$29,900 and will be paid using club, tax credit, and district funds. No school days are missed and no substitutes are required.

Lori LaRussa, Patricia Patchin, Pamela Barrett, and Cris Gosz request permission to take 20 Odyssey of the Mind students to the Odyssey of the Mind World Finals in Ames, Iowa on May 24-29, 2022. Approximate cost of travel is \$32,650 and will be paid using Maintenance/Operations, tax credit, and district funds. No school days are missed and no substitutes are required.

<b>BUDGET CODE KEY</b>		
526.00.610.2190.6892.282.0000	Tax Credit	Other Student Support Services, Student Travel, CDO
850.00.610.2190.6892.282.0000	Student Activity	Other Student Support Services, Student Travel, CDO
526.00.410.2790.6519.282.0000	Tax Credit	Other Student Support Services, Student Transportation, CDO
850.00.410.2790.6519.282.0000	Student Activity	Other Student Support Services, Student Transportation, CDO
001.00.610.2190.6892.282.0000	M & O	Other Student Support Services, Student Travel, CDO
001.00.410.2790.6892.119.0000	M & O	Other Student Support Services, Student Transportation, Innovation
526.00.610.2190.6892.119.0000	Tax Credit	Other Student Support Services, Student Travel, Innovation
001.00.610.2190.6892.119.0000	M & O	Other Student Support Services, Student Travel, Innovation

**RECOMMENDATION:**

It is the recommendation of the administration that the above travel be approved.

**INITIATED BY:**

**Matthew Munger**  
Associate Superintendent for Secondary Education

**Date: April 11, 2022**

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

**AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST**

*Attach supporting documentation as needed*

**ORIGINAL SUBMISSION**

**THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL**

SCHOOL: CDO

ESTIMATED NUMBER OF STUDENTS: 16

NAME OF SCHOOL GROUP/CLUB/ENTITY: Odyssey of the Mind

STAFF ADVISOR(S)/CHAPERONES: Lisa DaDeppo, Leann Calvin, Jenny Basye, Amanda Campion

ABSENCE: # Days 0 Sub Required:  Yes  No # of School Days Missed 0

ACTIVITY / EVENT / PURPOSE OF TRAVEL: World Finals Odyssey of the Mind

DESTINATION OF TRAVEL: Iowa State University (Aimes, Iowa)

DATES OF TRAVEL: 5/24/22-5/29/22

ACADEMIC BENEFITS TO STUDENTS: Opportunity to compete in front of highly qualified judges in a competition atmosphere against teams from around the world.

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: \_\_\_\_\_

Other Commerical Airline and vehicle rentals

Are expenses paid from any of the following accounts? Auxiliary  Tax Credits  Club Funds   
Parent Organization

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

	APPROX. COST	BUDGET CODE
Registration	\$14,700.00 _____	<u>526.00.610.2190.6892.282</u> <u>850.00.610.2190.6892.282</u>
Transportation	\$14,000.00 _____	<u>526.00.410.2790.6519.282</u> <u>850.00.410.2790.6519.282</u>
Meals	\$1200.00 _____	<u>526.00.610.2190.6892.282</u> <u>850.00.610.2190.6892.282</u>
Lodging	<u>Included with Registration</u> _____	_____ _____
Substitutes	N/A	_____

TOTAL

\$29,900.00

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No  
IF SO, SOURCE & AMOUNTS: \_\_\_\_\_

HOW ARE CHAPERONE EXPENSES PAID? Fundraisers

COST TO EACH STUDENT \$ 1650.00

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Tax Credit donations, direct giving, restaurant nights (Chipotle and Mod Pizza)

FUNDING SOURCE(S): \_\_\_\_\_

FUNDRAISING ACTIVITIES PLANNED (If applicable):

Direct Giving, Wefund4u, Chipotle night, Mod Pizza Day

The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY: [Signature]  
Signature

3/24/22  
Date

APPROVED BY: Tara Bullych  
Principal/Supervisor

3/24/22  
Date

[Signature]  
Associate Superintendent/Superintendent

3/24/22  
Date

**AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST**

*Attach supporting documentation as needed*

**ORIGINAL SUBMISSION**

**THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL**

SCHOOL: Innovation Academy

ESTIMATED NUMBER OF STUDENTS: 20

NAME OF SCHOOL GROUP/CLUB/ENTITY: Odyssey of the Mind

STAFF ADVISOR(S)/CHAPERONES: Lori LaRussa, Patricia Patchin, Pamela Barrett and Cris Gosz

ABSENCE: # Days 0 Sub Required:  Yes  No # of School Days Missed 0

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Odyssey of the Mind World Finals

DESTINATION OF TRAVEL: Ames Iowa

DATES OF TRAVEL: 5/25/22-5/29/22

ACADEMIC BENEFITS TO STUDENTS: Odyssey of the Mind teaches students how to think in different ways by providing open-ended problems that appeal to a wide range of interests. Students learn how to identify challenges and to think creatively to solve those problems. This is a rare opportunity for the students to compete in an international competition with students from all over the world.

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: \_\_\_\_\_

Other Airplane and shuttle

Are expenses paid from any of the following accounts? Auxiliary \_\_\_\_\_ Tax Credits  Club Funds  Parent Organization

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

	APPROX. COST	BUDGET CODE
Registration	_____	
	<u>Airline \$15,300</u>	<u>001-00-410-2790-6892-119</u>
Transportation	<u>Shuttle \$1,750</u>	<u>001-00-410-2790-6892-119</u>
Meals	<u>Meals incl. with lodging</u>	_____
	<u>Food &amp; Lodging \$15,600</u>	<u>526-00-610-2190-6892-119</u>
Lodging	-	<u>&amp; 001-00-610-2190-6892-119</u>
Substitutes	<u>0</u>	_____
<b>TOTAL</b>	<b><u>\$32650</u></b>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **no**  
IF SO, SOURCE & AMOUNTS: \_\_\_\_\_

HOW ARE CHAPERONE EXPENSES PAID? **Coaches Included in cost, additional parents pay on their own**

COST TO EACH STUDENT \$ **400 tax credit and as needed PTO donation**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Tax credits and PTO**

FUNDING SOURCE(S): **Club funds, tax credit, district contribution**

FUNDRAISING ACTIVITIES PLANNED (If applicable):  
\_\_\_\_\_

The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY: \_\_\_\_\_

Signature

4-7-22  
Date

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

Principal/Supervisor

4-7-22  
Date

Associate Superintendent/Superintendent

4-7-22  
Date



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

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**DATE OF MEETING:**      **April 12, 2022**

**TITLE:**    **Resolution Recognizing the Special Contributions of Educational Support Personnel**

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**BACKGROUND:**

Amphitheater Public Schools employs dedicated public servants who want to work in a profession focused on the betterment of children and investing in the future. When students attended remotely due to COVID-19 last year, employees in all classifications said their jobs were not as fulfilling without children on campus. This year, school personnel expressed great joy to have full campuses again. The District also implemented a new program this year to permit non-teaching staff to spend one hour a month at a school to read to a class or observe student presentations after department employees said they missed being around students as well.

Suffice it to say, there are wonderful employees throughout the District who refer to their jobs as “vocations” rather than “work”. They have been loyal to the Amphitheater students and community all year, despite high COVID-19 community transmission, a national worker shortage, and recruitment incentives offered by the private industry. Every employee in this District provided a valuable service this year to help maintain District operations and provide a safe, clean, and calm place for students to learn.

Each year, the District recognizes employees through resolutions with a goal of thanking every employee for their commitment and efforts during the year. The recognition for teachers and professional staff occurs in May to align with National Teacher Week. The District also sets aside a special day in April to recognize Educational Support Personnel, also known as “Support Staff”, because they serve in so many crucial roles throughout the District. All support staff play instrumental roles in creating safe, clean, and welcoming school environments that meet student, parent and community needs. In fact, there are so many support staff classifications that it is impossible to identify every one of them, but generally they include, but certainly are not limited to bus drivers and other transportation employees, clerical office personnel, custodians, food service personnel, groundkeepers, health office personnel, preventative maintenance and trade professionals, and technology and computer network personnel.

While one day a year of recognition does not approach the level of appreciation due to these dedicated staff members, the Governing Board has for several years set aside a day to highlight the contributions of our support staff. The attached resolution has been prepared for the purpose of setting **April 27, 2022** as the date this year for the contributions of Educational Support Personnel to be recognized.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

**Date: April 4, 2022**

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

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

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

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

**WHEREAS**, the provision of education to District students requires the efforts of many staff, including educational support personnel (“Support Staff”), sometimes also known as Classified Staff;

**WHEREAS**, the import and value of the efforts and contributions made by Support Staff to the high quality of services provided to students in the Amphitheater District cannot be overstated;

**WHEREAS**, those efforts and contributions are made evident every day in every school and facility throughout the District, with just some examples being the substitute coordinator who worked overtime to ensure that classes were covered during the Omicron transmission, the payroll staff who worked over winter break for the second retention stipend to be distributed on time, the facilities staff who worked long hours to repair and clean campuses after storms for school to start on time, and the school support staff members who assisted students to adjust to school after having being home during the pandemic.

**WHEREAS**, due to the COVID-19 pandemic, many members of our support staff have stepped up to not only fulfill their usual duties in the District but, in some cases, to perform new roles, including filling in for co-workers out due to COVID-19, providing the additional reporting and testing services the county health department required of schools this year, and helping students and staff navigate new protocols and systems;

**WHEREAS**, District support employees have always been the backbone for schools and departments, the importance of these loyal, committed staff members has become all the more evident in the past year;

**WHEREAS**, these employees have exhibited flexibility, courage, resilience and loyalty throughout the pandemic;

**WHEREAS**, the date of April 27, 2022 has been set aside nationally to recognize administrative assistants, one part of the District’s Support Staff;

**WHEREAS**, the Governing Board sincerely believes that the appreciation of all Support Staff -- indeed all school district staff -- should be ongoing and not limited to one day per year, but yet also recognizes the value that highlighting a particular date for recognition can provide in garnering and focusing public attention on the efforts of educational personnel; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Amphitheater Unified School District Governing Board that the District hereby recognizes the special everyday contributions of every Support employee of the District and sets apart Wednesday, April 27, 2022 as “Educational Support Staff Appreciation Day” in the District.

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

**PASSED AND ADOPTED** by the Governing Board this 12th day of April, 2022.

Governing Board Members:

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Vicki Cox Golder  
President

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Deanna M. Day, M.Ed.  
Vice-President

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Scott K. Baker, Ph.D.

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Matthew A. Kopec

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Susan Zibrat