

Final Posting: Monday, April 22, 2024 at 4:00 pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, April 23, 2024

5:30 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference.

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.

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² Information items are for discussion only; no action will be taken.

³ Details are available in the offices of the Associate Superintendents and Chief Financial Officer.

⁴ Study session items are for discussion only; no action will be taken.

1. <u>CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER</u>	
Dr. Scott Baker, President	
2. <u>EXECUTIVE SESSION*</u>	4
1. Motion to Recess Open Meeting and Hold an Executive Session for	
A. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer's Recommendations, Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30060517	
3. <u>RECONVENE PUBLIC MEETING</u>	
4. <u>PLEDGE OF ALLEGIANCE</u>	
5. <u>ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING</u>	
Tuesday, May 7, 2024 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking	
6. <u>PUBLIC COMMENT</u> ¹ (30 Minutes Maximum)	
7. <u>CONSENT AGENDA</u> ³	
A. Approval of Appointment of Administrative Personnel	5
B. Approval of Appointment of Non-Administrative Personnel	10
C. Approval of Personnel Changes	15
D. Approval of Leave(s) of Absence	19
E. Approval of Separation(s) and Termination(s)	21
F. Approval of Stipend for Coaching Volunteers	24
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,214,082.22	26
H. Acceptance of Gifts	27
I. Receipt of March 2024 Report on School Auxiliary and Club Balances	29
J. Approval of Disposal of Surplus Property via PublicSurplus.com	38
K. Award of Contract for Emergency Generator for Amphitheater High School (AHS)- Based Upon Responses to Request for Bid (RFB) 2324004-3	39
L. Approval of Health Insurance with Kairos Health Arizona	40
M. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	41
N. Approval to Distribute Bonus Monies Received Pursuant to ARS 15-249.06(C)	87
O. Approval of Supplemental Texts and Materials	92
P. Approval of Fireworks for Canyon del Oro High School and Ironwood Ridge High School Graduation Ceremonies	94
Q. Approval of Out of State Travel	97
8. <u>STUDY/ACTION</u>	
A. Approval of 2024-2025 Code of Conduct	107
9. <u>ACTION</u>	
A. Resolution of the Governing Board Recognizing the Contributions of Teachers and Educational Professionals in the District and Setting May 6-10, 2024 as "Teacher and Educational Professionals Appreciation Week" and Tuesday, May 7, 2024 as "Teacher and Educational Professionals Day"	325

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10. **PUBLIC COMMENT**¹ (30 Minutes Maximum)
11. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
12. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at 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**

DATE OF MEETING: April 23, 2024

TITLE: Executive Session

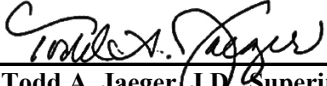
- 1. Motion to Recess Open Meeting and Hold an Executive Session for**
 - A. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer's Recommendations, Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30060517**

RECOMMENDATION:

The Administration recommends the Board convene an executive session for the purpose of discussing the matter identified above as permitted by A.R.S. § 15-843 (F)(2).

INITIATED BY:

Date: April 16, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **April 23, 2024**

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

BACKGROUND:

Administration presents the below candidates to the Governing Board for review and approval for hire into an administrative position for Fiscal Year (FY) 2024-2025. Pertinent information about the interview process for each position is set forth below.

1. Prince Elementary Assistant Principal

The position of Assistant Principal of Prince Elementary was advertised as open for FY 24-25 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, Elizabeth Jacome, and Samantha Doyle screened sixteen files for the position. Seven candidates were selected to interview with the committee. Only four candidates accepted the invitation to interview. The interview committee consisted of:

- Tassi Call, Associate Superintendent for Elementary Education
- Samantha Doyle, Assistant Principal of Prince Elementary School
- Isabel Aguilar, Administrative Assistant at Prince Elementary School
- Kris Holt, School Improvement Specialist at Prince Elementary School
- Leigh Kechely, REACH Teacher at Prince Elementary School

Based on the ratings of the interview committee, a second interview occurred on April 19, 2024, with the following individuals serving as the interview panel:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Elizabeth Jacome, Director of Curriculum and Assessment
- Samantha Doyle, Assistant Principal of Prince Elementary School

Superintendent Todd Jaeger recommends **Colby Tapling** for the position of Assistant Principal of Prince Elementary School for FY 24-25.

RECOMMENDATION:

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




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

INITIATED BY:



John Hastings, Director of Human Resources

Date: April 22, 2024



Todd A. Jaeger, J.D., Superintendent

4/23/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Tapling	Colby	Assistant Principal	CT-AD	Prince Elementary	ESA	0 years	Promotion	Mr. Jaeger	*

* 2024-2025 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

Colby Tapling

A highly motivated and well-rounded teacher leader who is driven to bring my collaboration, problem solving and educational experiences to help lead a staff and school building.

WORK EXPERIENCE

Curriculum, Instruction and Intervention Support Specialist Amphitheater USD

JUNE 2023-PRESENT

- Facilitates discussions centered around student achievement and data to drive instructional practices
- Develops a master schedule with the building principal to optimize the learning environment in all classrooms and settings
- Facilitates professional learning centered around teacher interest as well as student achievement
- Mentors' new teachers to learn and reflect on their own teaching practices to improve their classroom
- Facilitates coaching cycles centered around learning targets, student data, and best instructional practices.
- Collaborates with all teachers on planning and teaching with a focus on curriculum and differentiation

3-5 Cross Categorical, Special Education Teacher Amphitheater USD

JULY 2022-JUNE 2023

- Developed and implemented Individual Education Plans (IEP) for all students.
- Redirected students using Positive Behavior Support.
- Trained Teacher's Assistants (TA) on best practices for students, classroom management, and inclusive practices.
- Collaborated across multiple grade levels for scheduling.
- Advocated for student opportunities within the general education environment.
- Implemented modified general education curriculum to meet the individualized needs of my students.
- Assessed students' abilities based on the results of state/district assessments.
- Used formative, summative, and district assessment data to drive instruction for weekly lesson plans.

Life Skills, Special Education Teacher IVC School District #321

AUGUST 2020 - MAY 2022

- Created and implemented a Life Skills Curriculum for 4-8.
- Collaborated vertically amongst the K-2 and High School Life Skills teacher to create a Life Skills Based Report Card.
- Collaborated with General Education teachers to create an inclusive environment for all students.
- Implemented modified general education curriculum to meet the individualized needs of my students.
- Developed and implemented Individual Education Plans (IEP) for all students.
- Redirected students using Positive Behavior Support.
- Developed a social skills curriculum that meets the students' current needs.
- Planned Community Based Field trips that aligned with functional learning skills for students.

CERTIFICATIONS

Teaching Certification,
State of Arizona

Principal, PreK-12

K-12 Cross Categorical,
Special Education

K-8 Elementary Education

CPR & First Aid

Article 9

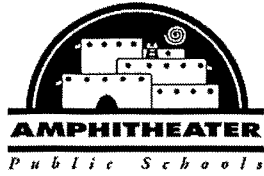
Crisis Prevention
Intervention

EDUCATION

Bachelor of Science,
Elementary Education
Bradley University
Peoria, IL
May, 2014

Master of Arts, ,
Special Education
Concordia University
Forest Park, IL
May, 2018

Master of Arts, ,
P-12 Educational
Administration
Illinois State University
Bloomington,, IL
May, 2022



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Appointment of Non-Administrative Personnel


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 22, 2024.

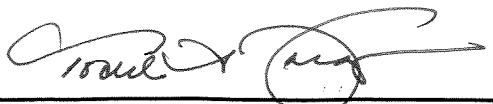
RECOMMENDATION:

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

INITIATED BY:


John Hastings, Director of Human Resources

Date: April 22, 2024


Todd A. Jaeger, J.D., Superintendent

4/23/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Deitering	Joseph	Teacher - Rillito Classroom	CT-RET	Rillito Center			Rehire		* \$70,539.65
Emans	Deborah	Curriculum, Instruction, & Interv. S	CT-RET	Harelson Elementary			Rehire		* \$33,405.62
Emans	Deborah	Teacher - Academic Intervention	CT-RET	Harelson Elementary			Rehire		* \$33,405.63
Gallagher	Deborah	Teacher - Kindergarten	CT-RET	Rio Vista Elementary			Rehire		* \$75,065.34
Gran	Jennifer	Teacher - Rillito Classroom	CT-RET	Rillito Center			Rehire		* \$69,256.79
Marner	Peggy	Teacher - Grade 3	CT-RET	Holaway Elementary			Rehire		* \$58,532.20
Morales	Andres	Teacher - P. E.	CT-RET	Rio Vista Elementary			Rehire		* \$59,078.95
Powers	Jennifer	Teacher - Kindergarten	CT-RET	Walker Elementary			Rehire		* \$63,614.65
Ruiz	Judith	Teacher - Kindergarten	CT-RET	Holaway Elementary			Rehire		* \$65,095.46
Springetti	Margaret	Teacher - Literacy Intervention	CT-RET	Harelson Elementary			Rehire		* \$23,963.19
Tillicki	Nicole	Teacher - Grade 5	CT-RET	Innovation Academy			Rescind		*
Bissonnette	Carly	Social Worker	CT-PR	Mesa Verde Elementary			Rehire		*
Ortiz	Chelsea	Counselor	CT-PR	Ironwood Ridge High	COUN-MA	5 years	Replacement	Dr. Jenkins	*
Arviso	Victoria	Teacher - Preschool Director	CT	Walker Elementary			Rehire		*
Brummels	Taylor	Teacher - Grade 4	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	* 11
Collins	Adam	Teacher - Special Education Reso	CT	Harelson Elementary	CTT-BA	0 years	Replacement	Ms. Hayes	*
Gipson	Lauren	Teacher - Grade 3	CT	Harelson Elementary	CTT-BA	0 years	Replacement	Ms. Hayes	*
Grisez	Jenine	Teacher - Art	CT	Keeling Elementary			Rehire		*
Harvey	Nicholas	Teacher - Mathematics	CT	Ironwood Ridge High	CTT-BA	0 years	Replacement	Dr. Jenkins	*
Hitchye	Jordan	Teacher - Special Education Reso	CT	CDO High School			Rehire		*
Hitt	Angela	Teacher - Art	CT	Wilson K-8 School			Rehire		*
Iadevaia	Jennifer	Teacher - Art	CT	Donaldson Elementary			Rehire		*
Iadevaia	Jennifer	Teacher - Art	CT	Donaldson Elementary			Rehire		*

*	2024-2025 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
Isom	Christa	Teacher - Preschool Director	CT	Donaldson Elementary			Rehire		*
Kruthaupt	Fabiola	Teacher - ELL/SEI	CT	Cross Middle School			Rehire		*
Kuan	Shu-Chuan	Teacher - Mathematics	CT	La Cima Middle School			Rehire		*
Lassers	Melissa	Teacher - Language Arts	CT	Wilson K-8 School			Rehire		*
Lassers	Melissa	Teacher - Career Exploration & Tr	CT	Wilson K-8 School			Rehire		*
Marietta	Carolyn	Teacher - English	CT	Amphi High School	CTT-MA	5 years	Replacement	Mr. Malis	*
McDole	Madisyn	Teacher - Grade 4	CT	Keeling Elementary			Rehire		*
Papajohn	Sarah	Teacher - Preschool Director	CT	Mesa Verde Elementary			Rehire		*
Phinney	Martha	Teacher - Art	CT	Harelson Elementary			Rehire		*
Rawn	Melissa	Teacher - P. E.	CT	Painted Sky Elementary			Rehire		*
Rondeau	Hana	Teacher - Music	CT	Keeling Elementary			Rehire		*
Scott	Elizabeth	Counselor	CT	Donaldson Elementary			Rehire		*
Seegmiller	Carrie	Teacher - Kindergarten	CT	Painted Sky Elementary	CTT-BA	5 years	Replacement	Ms. Papajohn	*
Steiner	Jake	Teacher - Special Education Reso	CT	CDO High School			Rehire		*
Striegel	Angeline	Teacher - P. E.	CT	Copper Creek Elementary			Rescind		*
Vasquez	Kassandra	Teacher - Rillito Classroom	CT	Rillito Center			Rehire		*
Vigo	Maria del Carm	Teacher - Spanish Language	CT	Ironwood Ridge High	CTT-MA	10 years	Replacement	Dr. Jenkins	*
Vo	Michael	Teacher - Special Education Reso	CT	Amphi High School			Rehire		* 12
Watson	Racheal	Teacher - Cross Categorical Class	CT	Nash Elementary	CTT-MA	9 years	Replacement	Ms. Jarrett	*
Weiler	Karissa	Teacher - Preschool Director	CT	Keeling Elementary			Rehire		*
Yarter	Ronnell	Teacher - Special Education Reso	CT	Nash Elementary	CTT-BA+	2 years	Replacement	Ms. Jarrett	*
Youtsey	Drew	Teacher - P. E.	CT	Keeling Elementary			Rehire		*
Cecena	Sandra	Educational Assistant to the Elem	CL-RET	Keeling Elementary			Rehire		* \$20.64 per hour
Miller	Mitchell	Computer Repair Technician	CL-RET	CDO High School			Rehire		* \$18.66 per hour
Molina	Elsa	Custodian I	CL-RET	CDO High School			Rehire		* \$16.78 per hour

*	2024-2025 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
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GOVERNING BOARD MEETING APPOINTMENTS

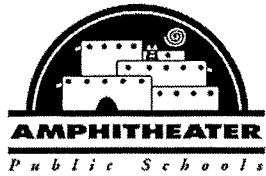
LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Reichert	Edward	Custodian I	CL-RET	Amphi High School			Rehire		* \$16.78 per hour
Toothman	Victoria	Special Education Teaching Assis	CL-RET	CDO High School			Rehire		* \$17.65 per hour
Valenzuela	Margarita	Food Service Attendant - Lead	CL-RET	Keeling Elementary			Rehire		* \$26.08 per hour
Begay	Kimberly	Native American Education Advisc	CL-PR	Federal/State Programs			Rehire		*
Roy	Stephanie	School Nurse	CL-PR	La Cima Middle School	NURS-BA	10 years	Replacement	Mr. Humphreys	
Van Riper	Erin	District Program Coordinator	CL-PR	Federal/State Programs			Rehire		*
Aguirre	Alejandrina	Preschool Aide/Caregiver	CL	Keeling Elementary			Rehire		*
Alexander	Janine	Administrative Assistant I	CL	Wetmore Center			Rehire		*
Alvarez	Danielle	Classroom Aide/Caregiver	CL	CDO High School			Rehire		*
Brown	Desiree	Classroom Aide/Caregiver	CL	CDO High School			Rehire		*
Cadenhead	Justin	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Chavez Arce	Rosa	Cook	CL	Wilson K-8 School	1	0 years	Replacement	Mr. Greeson	
Flatford	Landon	Special Education Teaching Assis	CL	CDO High School			Rehire		*
Frankenberg	Viviana	Preschool Aide/Caregiver	CL	Walker Elementary			Rehire		*
Freny	Nicholas	Special Education Teaching Assis	CL	Amphi High School			Rehire		*
Gonzalez	Daniel	Groundskeeper I	CL	Facilities Support	2	5 years	Replacement	Mr. Gill	
Heebsh	Alex	JTED Computer Repair Techniciar	CL	Wetmore Center			Rehire		*
Johns	Jessica	Special Education Teaching Assis	CL	Amphi High School			Rehire		* 13
Kirfman	Jessica	Preschool Aide/Caregiver	CL	Walker Elementary			Rehire		*
Levine	Rachel	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Lombardo	Michael	Custodian I	CL	Ironwood Ridge High	2	5 years	Replacement	Dr. Jenkins	
Martinez	Roger	Custodian I	CL	Ironwood Ridge High	2	2 years	Replacement	Dr. Jenkins	
Molina	Francisco	Classroom Aide/Caregiver	CL	La Cima Middle School			Rehire		*
Molina Velazquez	Andres	Classroom Aide/Caregiver	CL	Keeling Elementary			Rehire		*
Montoya	Joshua	Food Service Courier	CL	Food Service Admin	2	0 years	Replacement	Mr. Greeson	

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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
Olen	Laura	Preschool Aide/Caregiver	CL	Keeling Elementary			Rehire		*
Peralta	Dora	Custodian I	CL	Ironwood Ridge High	2	5 years	Replacement	Dr. Jenkins	
Saldana	Brandy	Classroom Aide/Caregiver	CL	Keeling Elementary			Rehire		*
Sipchen	James	Special Education Teaching Assisist	CL	CDO High School			Rehire		*
Sowid	Caitlin	Preschool Aide/Caregiver	CL	Mesa Verde Elementary			Rehire		*
Startt	Christine	Classroom Aide/Caregiver	CL	Rio Vista Elementary	2	0 years	Replacement	Ms. Spillane	

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			CL	Classified
			PR	Professional
			ASW	Student Worker



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Personnel Changes

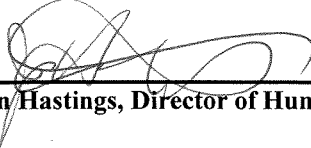
BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of April 22, 2024.

RECOMMENDATION:

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

INITIATED BY:


John Hastings, Director of Human Resources

Date: April 22, 2024

4/23/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Randall	Melanie	Speech/Language Pathologist	CT-PR	Wetmore Center	Decrease FTE			* <0.4 FTE>
Enright	Donald	Assistant Principal	CT-AD	CDO High School	Other		+\$7,202.50	Extend end date
Ball	Kori	Teacher - Preschool Director	CT	Copper Creek Elementary	Added Duty			* \$10,519.63
Banales	Natasha	Teacher - Grade 5	CT	Wilson K-8 School	Transfer			*
Blayda	Meghan	Teacher - Preschool Director	CT	Copper Creek Elementary	Added Duty			* \$10,339.12
Callahan	Mellissa	Teacher - Preschool Director	CT	Holaway Elementary	Transfer			*
Costelow	Gabrielle	Teacher - Academic Intervention	CT	Copper Creek Elementary	Transfer			*
Costelow	Gabrielle	Curriculum, Instruction, & Interv. Sup	CT	Copper Creek Elementary	Transfer			*
Guymon	Kate	Instructional Support Assistant	CT	Donaldson Elementary	Transfer			*
Guymon	Kate	Instructional Support Assistant	CT	Amphi Academy Online	Transfer			*
Heagle	Denise	Teacher - ELL/SEI	CT	Amphi High School	Increase FTE			*+0.2 FTE
Laughter	Marlana	Teacher - English	CT	Amphi High School	Transfer			*
Maddox	Kenzie	Teacher - Grade 1	CT	Walker Elementary	Transfer			*
Peace	Dustin	Teacher - P. E.	CT	Innovation Academy	Transfer			*
Tarquin	Kathy	Teacher - Rillito Classroom	CT	Rillito Center	Transfer			
Weiler	Karissa	Teacher - Preschool Director	CT	Keeling Elementary	Added Duty			*\$10,525.17
Keefe	Sandra	Accountant	CL-PR	Wetmore Center	Promotion	PR EX	0 years	
Carino	Monica	Custodian I	CL	Coronado K-8 School	Decrease FTE			Dropping position
Johnson	Irais	Clerk	CL	Innovation Academy	Added Duty	1	5 years	*
Lucas	Daniel	Graphics & Printing Assistant	CL	Graphics & Printing	Promotion	4	+\$0.64	
Stoll	Mary	Special Education Teaching Assistan	CL	Cross Middle School	Promotion	3	+\$0.62	
Arviso	Victoria	ADDN - Summer School Preschool T	ADCT	Walker Elementary	Addendum			\$4,800.00

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*	2024-2025 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
Ball	Kori	ADDN - Summer School Preschool T	ADCT	Copper Creek Elementary	Addendum		\$4,800.00	
Blayda	Meghan	ADDN - Summer School Preschool T	ADCT	Holaway Elementary	Addendum		\$4,800.00	
Brunswick	Samantha	Teacher - ED (SPED) Classroom	ADCT	Harelson Elementary	Added Duty		\$3,940.28	
Callahan	Melissa	ADDN - Summer School Preschool T	ADCT	Prince Elementary	Addendum		\$4,800.00	
Castle	Jordan	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Davis	Rachel	Coach - Volleyball Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Fox	Erica	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Girard	Robert	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Isom	Christa	ADDN - Summer School Preschool T	ADCT	Donaldson Elementary	Addendum		\$4,800.00	
Jenks	Sonja	ADDN - Extra Hours	ADCT	Copper Creek Elementary	Addendum		\$26.03 per hour	
Kevershan	Kimberly	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Lantz	Robert	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Larkin	Jennifer	ADDN - Summer School Preschool T	ADCT	Coronado K-8 School	Addendum		\$4,800.00	
Lee	Auvie	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Loehr	Lizabeth	Teacher - ED (SPED) Classroom	ADCT	Harelson Elementary	Added Duty		\$3,793.98	
Marcisak	Adrianna	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Mayhew	Constance	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
McCann-Smith	Sarina	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Meisner	Kasey	Coach - Volleyball Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Nicley	Camille	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Resio	Ashley	ADDN - Summer School Preschool T	ADCT	Painted Sky Elementary	Addendum		\$4,800.00	
Rogers	Alison	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Scarborough	Grace	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Thomas	Shauna	Teacher - Early Childhood Education	ADCT	Harelson Elementary	Added Duty		\$4,670.29	

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*	2024-2025 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
Vance	Sarah	ADDN - Extra Hours	ADCT	Copper Creek Elementary	Addendum		\$28.85 per hour	
Wilson	Erin	ADDN - Summer School Preschool T	ADCT	Wilson K-8 School	Addendum		\$4,800.00	
Yetman	Christopher	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$30.00 per hour	
Etter	Hannah	ADDN - Summer School Preschool A	ADCL	Donaldson Elementary	Addendum		\$14.50 per hour	
Frankenberg	Viviana	ADDN - Summer School Preschool A	ADCL	Walker Elementary	Addendum		\$16.43 per hour	
McCormick	Marina	ADDN - Summer School Presch. Inst	ADCL	Painted Sky Elementary	Addendum		\$17.44 per hour	
Morrison	Georgia	ADDN - Summer School Preschool A	ADCL	Walker Elementary	Addendum		\$14.50 per hour	
Neisius	Penelope	Special Events Worker	ADCL	CDO High School	Addendum		\$14.35 per hour	
Olen	Laura	ADDN - Summer School Preschool A	ADCL	Prince Elementary	Addendum		\$15.49 per hour	
Reyes	Maria	ADDN - Summer School Presch. Inst	ADCL	Coronado K-8 School	Addendum		\$15.76 per hour	
Robison	Julia	ADDN - Summer School Preschool A	ADCL	CDO High School	Addendum		\$14.91 per hour	
Sanchez	Bianca	ADDN - Summer School Preschool A	ADCL	Painted Sky Elementary	Addendum		\$15.89 per hour	
Shields	Donna	ADDN - Summer School Preschool A	ADCL	Prince Elementary	Addendum		\$16.24 per hour	
Taylor	Miriah	ADDN - Summer School Presch. Inst	ADCL	Copper Creek Elementary	Addendum		\$16.67 per hour	
Welchert	Heather	ADDN - Instructional Aide	ADCL	Keeling Elementary	Addendum		\$14.50 per hour	

*	2024-2025 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 AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: April 23, 2024

TITLE: Approval of Leave(s) of Absence

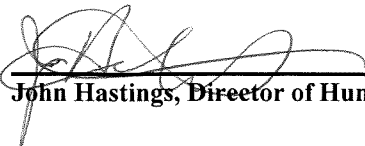
BACKGROUND:

Leave(s) of absence will be presented herein and are current as of April 15, 2024.

RECOMMENDATION:

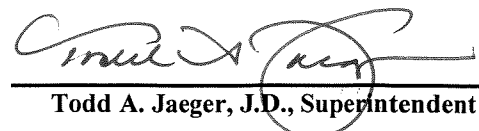
It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: April 15, 2024



Todd A. Jaeger, J.D., Superintendent

4/23/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Orelup	Charles	Teacher - Mathematics	CT	Wilson K-8 School	04/01/2024	Start
Tarquin	Kathy	Teacher - Cross Categorical Classr	CT	Wilson K-8 School	04/10/2024	End
Burchwell	Craig	Security Officer	CL	La Cima Middle School	04/05/2024	Start
Carless	Manne	Food Service Attendant	CL	Ironwood Ridge High	04/15/2024	Extension
Collette	Tracey	Student Records Management Spe	CL	Wetmore Center	03/29/2024	End
Dragland	Cynthia	Food Service Attendant	CL	Donaldson Elementary	04/02/2024	Start
Moore	Juana	Custodian I	CL	Cross Middle School	04/01/2024	Extension
Velazquez MadrigAlma		Custodian I	CL	Rillito Center	04/15/2024	Start
Wilson	Larry	Custodian I	CL	Amphi High School	04/01/2024	Extension

* 2024-2025 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 23, 2024

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of April 22, 2024.

RECOMMENDATION:


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

INITIATED BY:



John Hastings, Director of Human Resources

Date: April 22, 2024



Todd A. Jaeger, J.D., Superintendent

4/23/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Anderson	Lea	Teacher - ED (SPED) Classr	CT	Rio Vista Elementary	05/17/2024	Separation Agreement	*
Aros	Jessica	Teacher - Cross Categorical	CT	Ironwood Ridge High	05/17/2024	Resignation	
Bivens	Joanna	Teacher - Orchestra	CT	Painted Sky Elementary	05/17/2024	Resignation	
Brady	Linda	Teacher - ELL/SEI	CT	Copper Creek Elementary	05/17/2024	Resignation	
Foreman	Rebecca	Teacher - Orchestra	CT	Holaway Elementary	05/17/2024	Retirement	
Foreman	Rebecca	Teacher - Orchestra	CT	Walker Elementary	05/17/2024	Retirement	
Foreman	Rebecca	Teacher - Orchestra	CT	Donaldson Elementary	05/17/2024	Retirement	
Foreman	Rebecca	Teacher - Orchestra	CT	Rio Vista Elementary	05/17/2024	Retirement	
Godlewski	Fabienna	Teacher - Mathematics	CT	CDO High School	06/20/2024	Retirement	Returning ESI
Grimes	Elizabeth	Teacher - History	CT	CDO High School	05/17/2024	Resignation	
Hicken	Leslie	Teacher - Academic Intervert	CT	Amphi Middle School	05/17/2024	Resignation	
Hicken	Leslie	Teacher - Social Studies	CT	Amphi Middle School	05/17/2024	Resignation	
Kidd	Alison	Teacher - Grade 5	CT	Walker Elementary	05/17/2024	Resignation	
Landen	MaryEllen	Teacher - Special Education	CT	Amphi Middle School	05/17/2024	Retirement	
Maddox	Kenzie	Teacher - Grade 1	CT	Prince Elementary	05/17/2024	Rescind	22
Pisciotta	Michaela	Teacher - Preschool	CT	Copper Creek Elementary	05/17/2024	Resignation	
Powers	Karlie	Teacher - Academic Intervert	CT	Holaway Elementary	05/17/2024	Retirement	Returning ESI
Rudolph	Natalie	Teacher - Kindergarten	CT	Rio Vista Elementary	05/17/2024	Resignation	Declined FY25 Contract
Smith	Sheri	Teacher - Grade 2	CT	Holaway Elementary	05/17/2024	Resignation	
Striegel	Angeline	Teacher - Adaptive P.E.	CT	Copper Creek Elementary	05/17/2024	Resignation	
Striegel	Angeline	Teacher - P. E.	CT	Copper Creek Elementary	05/17/2024	Resignation	
Striegel	Angeline	Teacher - P. E.	CT	Copper Creek Elementary	05/17/2024	Resignation	
Stuetze	Christen	Teacher - Biology	CT	Amphi High School	05/17/2024	Retirement	Returning ESI

*	2024-2025 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
Vance	Sarah	Teacher - Music	CT	Copper Creek Elementary	05/17/2024	Resignation	
Vaswani	Sabina	Teacher - Grade 5	CT	Innovation Academy	05/17/2024	Resignation	
Wells	Shyla	Teacher - Cross Categorical	CT	Mesa Verde Elementary	05/17/2024	Resignation	
Wentworth	Ann	Teacher - Mathematics	CT	Ironwood Ridge High	05/17/2024	Retirement	
Avila-Castro Sr.	Ernesto	Custodian I	CL-RET	CDO High School	03/27/2024	Resignation	
Angello	Kayla	Special Education Teaching	CL	Copper Creek Elementary	03/25/2024	Resignation	
Clary	Linda	Special Education Teaching	CL	Coronado K-8 School	05/16/2024	Retirement	
Crooker	Marlene	Classroom Aide/Caregiver	CL	Donaldson Elementary	04/15/2024	Resignation	
Cummings	Brenda	Attendance Clerk	CL	Ironwood Ridge High	05/31/2024	Resignation	
Cummings	Brenda	Clerk	CL	Ironwood Ridge High	05/24/2024	Resignation	
Finney	Stephanie	Special Education Teaching	CL	CDO High School	05/16/2024	Retirement	
Franklin	Jennifer	Special Education Teaching	CL	Copper Creek Elementary	05/16/2024	Resignation	
Garcia	Latissia	Special Education Teaching	CL	CDO High School	05/16/2024	Resignation	
Gaudreau-Fautrell	Barbara	Crossing Guard	CL	Amphi Middle School	04/05/2024	Abandonment	
Grillo	Pamela	Special Education Teaching	CL	Mesa Verde Elementary	05/16/2024	Resignation	
Orelup	Alexander	Instructional Technology Spe	CL	Copper Creek Elementary	05/17/2024	Resignation	
Orelup	Alexander	Classroom Aide/Caregiver	CL	Copper Creek Elementary	05/16/2024	Resignation	
Parra	Debbie	Classroom Aide/Caregiver	CL	Mesa Verde Elementary	03/28/2024	Resignation	
Pennington	Brenda	Bookstore Clerk	CL	Amphi High School	04/30/2024	Resignation	
Romero de Diaz	Rebeca	Custodian I	CL	Amphi Middle School	04/04/2024	Resignation	
Sevinsky	Nicole	Special Education Teaching	CL	CDO High School	05/16/2024	Resignation	
Smith	Craig	Bus Driver Trainee	CL	Transportation	04/09/2024	Resignation	
Stamos-Avila	Irene	Cook	CL	Ironwood Ridge High	04/10/2024	Resignation	
Trujillo	Sergio	Custodian II	CL	Amphi High School	04/19/2024	Resignation	
Veal	Lourdes	Custodian I	CL	Keeling Elementary	04/15/2024	Resignation	

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*	2024-2025 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional



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

DATE OF MEETING: April 23, 2024

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 15, 2024.

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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.

INITIATED BY:


John Hastings, Director of Human Resources

Date: April 15, 2024


Todd A. Jaeger, J.D., Superintendent

4/23/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Ghonem	Wael	Coach - Track Assistant MS	Coronado K-8 School	Stipend	\$1,400.00
Golden	Tim	Coach - Track Head MS	Coronado K-8 School	Stipend	\$1,700.00
Hartmann	Dylan	Coach - Baseball Assistant MS	Coronado K-8 School	Stipend	\$1,400.00
Vieux	Thoby	Coach - Baseball Head MS	Coronado K-8 School	Stipend	\$1,700.00

* 2024-2025 School Year



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$2,214,082.22

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 22, 2024

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



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

DATE OF MEETING: April 23, 2024

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.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 15, 2024

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations List		
Gifts and Donations		Date: 04-23-24
Ck in the amount \$109.80	Kroger	Amphitheater Middle School
Ck in the amount \$260.00	St Michaels Ecumenical	Keeling Elementary School
Ck in the amount \$500.00	Catalinas Community Chorus	Harelson Elementary School
Ck in the amount \$500.00	Catalinas Community Chorus	Innovation Academy
Ck in the amount \$500.00	Catalinas Community Chorus	Walker Elementary School
Ck in the amount \$500.00	Catalinas Community Chorus	Wilson K-8 School
Ck in the amount \$500.00	AZ Future Farmers of America	Amphitheater High School
Ck in the amount \$500.00	Catalinas Community Chorus	Mesa Verde Elementary School
Ck in the amount \$500.00	Catalinas Community Chorus	Painted Sky Elementary School
Ck in the amount \$500.00	Catalinas Community Chorus	Keeling Elementary School
Ck in the amount \$79.72	Kroger	Nash Elementary School
Ck in the amount \$19.41	Charities Aid Foundation America	Keeling Elementary School



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

DATE OF MEETING: April 23, 2024

TITLE: Receipt of March 2024 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.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board receive the report of School Auxiliary and Club Balances.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: April 15, 2024

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending March 31, 2024**

Beginning Balance	\$ 3,343,825.99
Plus Deposits	152,190.78
Less Disbursements	<u>(265,628.42)</u>
Ending Book Balance For All Schools	<u>\$ 3,230,388.35</u>
Outstanding Deposits	(222,224.77)
Outstanding Checks	<u>108,807.84</u>
Ending Bank Balance For All Schools	<u>\$ 3,116,971.42</u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending March 31, 2024**

Beginning Balance	\$ 683,836.38
Plus Deposits	40,137.11
Less Disbursements	<u>(66,966.23)</u>
Ending Book Balance For All Schools	<u>\$ 657,007.26</u>
Outstanding Deposits	(27,994.20)
Outstanding Checks	<u>12,352.59</u>
Ending Bank Balance For All Schools	<u>\$ 641,365.65</u>

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending March 31, 2024**

Amphi Middle School

Student Gov't	3,150.77
AVID	154.58
Culture Exchange	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
Amphi Middle School Total	\$ 8,473.85

Copper Creek Elementary

Student Council	3,784.11
Accelerated Reader Club	-
Turquoise Times	32.28
Copper Creek Total	\$ 3,816.39

Coronado K-8 Schools

Elementary Student Council	4,858.12
Middle School Student Council	2,604.50
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	879.04
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	4,672.84
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
Coronado Total	\$ 27,336.08

Cross Middle School

Student Council	5,078.98
6th Grade Club	282.15
Band Club	1,960.92
Choir Club	2,116.40
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	746.66
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	3,979.58
Cross Middle School Total	\$ 27,928.03

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending March 31, 2024**

<u>Donaldson Elementary</u>		
Student Council		2,565.55
Donaldson Total	\$	2,565.55
<u>Harelson Elementary</u>		
Student Council		1,327.29
5th Grade Activities		125.36
Track		307.65
Harelson Total	\$	1,760.30
<u>Holaway Elementary</u>		
Student Council		856.24
Holaway Total	\$	856.24
<u>Innovation Academy</u>		
Student Council		592.01
Algebra Club		534.25
Entrepreneur Club		17.44
Odyssey of the Mind		(840.47)
Innovation Academy Total	\$	303.23
<u>Keeling Elementary</u>		
Student Council		1,006.71
Keeling Total	\$	1,006.71
<u>La Cima Middle School</u>		
Student Council		5,298.07
NJHS		1,095.90
La Cima Total	\$	6,393.97
<u>Mesa Verde Elementary</u>		
Student Council		4,616.31
Mesa Verde Total	\$	4,616.31
<u>Nash Elementary</u>		
Student Council		1,634.36
Nash Total	\$	1,634.36
<u>Painted Sky Elementary</u>		
Student Council		3,199.14
Nature Shop		929.20
Orchestra		399.74
Band		479.45
Chorus		653.42
Milers		1,721.75
OM		584.95
Bagel & Books		-
Sign Language		152.00
Algebra		-
Yoga		-
NEHS		770.06
Garden Club		-
Math Club		23.00
Sewing Club		-
Art Club		209.84
Sports Club		120.01
Painted Sky Total	\$	9,242.56

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending March 31, 2024**

<u>Prince Elementary</u>	
Student Council	760.97
Prince Total	\$ 760.97

<u>Rio Vista Elementary</u>	
Student Council	981.94
Rio Vista Total	\$ 981.94

<u>Walker</u>	
Student Council	2,542.25
Fitness Fanatics	257.90
Odyssey of the Mind	2,848.80
Walker Total	\$ 5,648.95

<u>Wilson</u>	
Student Council	8,728.84
Algebra Club	473.77
Archery Club	882.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	908.06
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,552.67
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	2,088.80
Wilson Total	\$ 26,310.16

Total K-8 Club Balances	\$ 129,635.60
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Plus: Outstanding Checks	1,699.28
Less: Outstanding Deposits (Inc CC's)	(245.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

Bank Balance	\$ 131,089.88
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Sweep Account	\$ 131,089.88
	0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2024**

1001 Student Council	\$ 15,043.51	1300 Football Club	\$ 1,615.58
1035 Art Club	1,056.01	1310 Inter Act Club	1,419.25
1070 Band Club	674.18	1350 Volleyball -Boys	109.35
1080 Baseball	2,559.14	1450 Debate Club	2,137.50
1085 Golf -Boys	-	1470 Soccer -Girls	116.76
1110 Basketball -Girls	672.63	1480 Link Crew	-
1111 Book Club	-	1520 Media Club	1,223.37
1113 Drama Club	542.60	1560 National Honor Society	203.12
1115 Choir Club	5,852.43	1590 Odyssey of the Mind	876.16
1120 AVID Club	843.97	1600 Orchestra Club	1,006.17
1145 AHS Chess Club-GOT	20.00	1631 Panther Popcorn	3,163.98
1172 Dance Club	82.46	1740 ASL Club	2,765.44
1180 Basketball -Boys	3,878.48	1744 Auto Skills USA Amphi Chapter	2,339.25
1200 Panther Partners Club	2,677.37	1745 Soccer -Boys	112.82
1223 Creative Writing Club	-	1770 Softball Club	1,510.08
1226 Early Childhood Club	42.04	1780 Spanish Club	1,756.71
1227 Yearbook Club	1,199.81	1785 AHS Spiritlines	1,451.76
1234 FFA Club	2,589.97	1790 Cross Country Club -Girls	1,085.70
1235 FFA - Fair Checks	17,959.47	1803 HOSA Club	1,210.45
1240 Fut Comp Scientists of AHS	2,569.61	1830 Swim Club	1,062.89
1245 French Club	2,148.21	1835 Tennis -Girls	11.72
1255 Photo Club	4,108.41	1840 Tennis -Boys	173.84
1261 The Game Club	51.00	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	2,449.73
1290 Wrestling	484.45	1905 Beach Volleyball	4,217.57
		1950 Bookstore Over/Short	0.52

Amphi High School Total Clubs	\$ 98,096.23
Plus: Outstanding Checks	3,529.67
Less: Outstanding Deposits (Inc CC's)	(6,085.20)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 95,540.70

Sweep Account \$ 95,540.70
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2024**

1001 Student Council	\$ 51,040.59	1400 HOSA-Bio Science	\$ -
1020 Academic Decathlon	1,081.36	1420 IB Club	259.47
1031 Black Excellence Student Union	231.50	1425 Anime Club	-
1033 Awareness	15.00	1470 Soccer -Girls	-
1034 AM Art Club	203.00	1480 Link Crew	399.61
1050 Amphi All-Stars Club/Special Olympics	472.84	1530 Model United Nations	208.84
1070 Band Club	1,505.00	1560 National Honor Society	1,090.82
1081 Be Kind /Ben's Bell Club	465.64	1590 Odyssey of the Mind	6,666.77
1083 Biology Club	164.91	1600 Orchestra Club	9.55
1084 Bowling Club	1,392.52	1650 Psychology Club	28.00
1085 Golf -Boys	14,556.92	1710 Math Club	-
1110 Basketball -Girls	3,634.88	1740 Sign Language Club	186.02
1111 Book Club	20.62	1742 Senior Spirit Squad	632.82
1113 Drama Club	7,914.38	1743 Skills USA Architecture	4,686.41
1115 Choir	2,807.69	1744 Skills USA Autos	10,986.32
1118 Engineering Club	558.66	1745 Soccer -Boys	27.60
1128 Mountain Bike	-	1770 Softball Club	2,245.35
1140 Chemistry Club	750.15	1780 Spanish Club	616.92
1145 Chess	1,229.42	1785 Spiritline/ Cheer	1,543.83
1150 Culinary Arts/FCCLA	4,182.17	1786 Stunt & Cheer	9,297.86
1155 Catering	12,913.94	1790 Cross Country	6,407.06
1172 Dance	3,446.13	1800 Sports Medicine- HOSA	3,477.77
1174 Street Hip Hop Club	-	1801 Athletic Training After Teaching (ATAT)	-
1180 Basketball -Boys	-	1830 Swim Club	-
1200 Dream Team	10,331.49	1835 Tennis -Girls	5,909.54
1220 Girls Who Code Club	-	1840 Tennis -Boys	2,902.60
1224 Entrepreneurship Club	1550.00	1860 Track & Field Club	13,497.22
1225 Environmentalist Club	463.12	1865 TRI-M Club	1,177.56
1226 Early Childhood	5908.74	1880 Unicycle	-
1227 Yearbook	7872.91	1900 Volleyball -Girls Club	-
1230 FCA Club	5.00	1905 Volleyball -Beach	4,502.98
1245 French Club	126.76	1911 Poetry Club	-
1250 FBLA	448.00	1913 CDO Magic the Gathering	-
1254 Fashion Photography	33.00	1914 The 3D Printing Club	-
1255 Photography Club	2371.86	1915 CDO Pickleball Club	211.22
1267 LGBTQ+	266.62	1916 Podcast Club	-
1270 German Club	394.98	1917 Clay Club	312.22
1275 Golf -Girls	753.33	1918 CDO Newspaper Club	-
1290 Wrestling	9531.41	1919 Literature Club	-
1300 Football Club	275.53	1940 Decision Point Club	-
1310 Interact	-	1950 Bookstore Over/Short	-
1341 Suicide Awareness Club	-	1989 Taylor Nation (Dorado version)	-
1345 Take-A-Hike Club	-		
1350 Volleyball -Boys	277.87		

CDO High School Total Clubs \$ 226,482.30

Plus: Outstanding Checks	5,083.36
Less: Outstanding Deposits (Inc CC's)	(10,689.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u><u>\$ 220,876.66</u></u>

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending March 31, 2024**

1001 Student Council	\$ 55,548.47	1430 Key Club	\$ 861.04
1035 Art Club	1,706.53	1450 Speech & Debate	-
1040 Photography/Skills USA	-	1470 Soccer -Girls	6,306.87
1070 Band Club	240.51	1530 Model United Nations	6,600.10
1080 Baseball	1,284.47	1560 National Honor Society	2,001.30
1085 Golf -Boys	3,831.76	1595 Japanese	53.74
1095 Ridge Audio	3,285.44	1600 Orchestra Club	3.75
1110 Basketball -Girls	417.78	1630 Journalism	8,019.87
1113 Drama	419.30	1700 Club Green	1,418.64
1115 Choir	2,356.80	1740 Sign Language	399.00
1125 Silver Singers	-	1745 Soccer -Boys	7,523.43
1128 Cycling Club	-	1750 Robotics Club	2,029.68
1150 Culinary Arts	4,045.91	1760 Rock & Metal	-
1173 Pomline	2,455.29	1770 Softball Club	831.31
1180 Basketball -Boys	1,448.86	1785 Spirit-Cheer Club	8,496.89
1203 Pop till you Drop	793.18	1790 Cross Country	906.13
1226 Early Childhood	80.00	1800 Sports Medicine	1,026.19
1227 Yearbook	14,544.41	1803 Healthcare - HOSA	-
1250 FBLA-Future Business Leaders	-	1830 Swim Club	7,196.90
1256 Film	1,605.89	1835 Tennis -Girls	1,164.25
1260 Gaming	114.95	1840 Tennis -Boys	3,825.84
1266 Q Club	399.57	1850 Tech Theater Club	78.53
1275 Golf -Girls	51.33	1860 Track & Field Club	-
1290 Wrestling	2,153.12	1900 Volleyball -Girls	15,966.88
1300 Football	16,407.72	1905 Volleyball -Beach	650.00
1345 Climbing Club	-	1910 So. AZ Veterans Heritage Club	1,263.99
1350 Volleyball -Boys	12,977.51	1940 Young Life	-
		1950 Bookstore Over/Short	-

IRHS School Total Clubs	<u>\$ 202,793.13</u>
Plus: Outstanding Checks	2,040.28
Less: Outstanding Deposits (Inc CC's)	(10,975.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u>\$ 193,858.41</u>

Sweep Account \$ 193,858.41
0.00



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

DATE OF MEETING: April 23, 2024

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>
Stove	1
Stove and deep fryer (at IRHS)	1
Tire Machine	1
Water Boiler (broken – note on machine reads – “do not reinstall”)	1

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, Chief Financial Officer

Date: April 16, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: April 23, 2024

TITLE: Award of Contract for Emergency Generator for Amphitheater High School (AHS)-
 Based Upon Responses to Request for Bid (RFB) 2324004-3

BACKGROUND:

The award for RFB 2324004B was cancelled and a new solicitation was issued. Request for Proposal 2324004-3 (RFB) for the Emergency Generator for Amphitheater High School (AHS) was posted for 22 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing for an Emergency Generator for Amphitheater High School (AHS). There were twenty-four vendors who downloaded the solicitation from www.AZPurchasing.org. Nine vendors responded with no bids. There are four responsive bids. The results were:

	<i>Arizona Design & Construction</i>	<i>Epic One</i>	<i>Lightday Solar</i>	<i>Building Excellence</i>
Base Bid	\$ 249,117.87	\$ 220,576.00	\$ 226,160.88	\$ 310,283.00
Performance Bond Cost	\$ 1,956.70	\$ 1,654.50	\$ 2,827.01	\$ 10,541.00
Payment Bond Cost	\$ 1,956.70	\$ 1,654.50	\$ 2,827.01	\$ 10,541.00
Net Bid Amount***	\$ 253,031.27	\$ 223,885.00	\$ 231,814.90	\$ 320,824.00
Tax	\$ 11,775.43	\$ 12,626.00	\$ 11,266.20	\$ 19,230.00
Total Bid Amount	\$ 264,806.70	\$ 236,511.00	\$ 243,081.10	\$ 340,054.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **Epic One** as determined by their responsive proposal to RFP 2324004-3 for the Emergency Generator for Amphitheater High School (AHS).

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: April 16, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Health Insurance with Kairos Health Arizona

BACKGROUND:

The District has struggled over the past few years with transparency issues relating to our costs and claims history with our current provider – ASBAIT (Arizona School Boards Association Insurance Trust). With Governing Board approval, the District will be switching to Kairos Health Arizona. Kairos is a non-profit pool which was created in 2017 and supports Arizona school districts, cities and towns, fire districts, counties, and other public entities.

The switch in plans will not require increased premium deductions from our employees. The switch will require a change from the Banner Network to the United Healthcare Network. All Banner facilities and hospitals are in-network within United Healthcare’s Network. United Healthcare also has more providers under contract than Banner. This change will also eliminate the tiered deductibles which were a part of the ASBAIT plan.

Moving forward, this change will provide the District with many more opportunities to control benefits costs, which continue to skyrocket, while having access to our basic utilization and cost data which ASBAIT has been unwilling to provide to us.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve Kairos Health Arizona for Employee Health Insurance for Fiscal Year 2024-2025.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: April 19, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants

BACKGROUND:

The District submitted Building Renewal Grant (BRG) Applications to the Arizona Department of Administration School Facilities Division (SFD) to correct Minimum Adequacy Guideline deficiencies at District locations.

The SFD approved the following BRG Applications with Phase Grant funding to be awarded for each BRG:

- BRG-005963 – CCK MPR Failed Water Heater Replacement SF118242
- BRG-005969 – WIL – Kitchen Failing Water Heater Replacement SF168241
- BRG-005964 – RIO – Temporary Cooling Needed for Classroom Buildings SF117242
- BRG-005788 – Campus Wide Roof Leaks Needing Repair SF114242
- BRG-005948 – CCK – Tower Replacement SF 118241

The Governing Board is required to approve SFD Terms and Conditions for each BRG Application to accept the awards.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFD Building Renewal Grants and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: April 22, 2024

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES DIVISION

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, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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. §41-5732, A.A.C. Title 7 section R7-1-101, 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 the Division to proceed. The Change Order is not considered executed until signed by the SFD. 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. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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 proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District 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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

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. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

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 or phase grant, 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. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

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, Tribal Nations 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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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 SFD 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 SFD 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 SFD 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 SFD 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 or 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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD 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 the 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.

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

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, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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. §41-5732, A.A.C. Title 7 section R7-1-101, 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 the Division to proceed. The Change Order is not considered executed until signed by the SFD. 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. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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 proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District 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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

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. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

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 or phase grant, 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. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

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, Tribal Nations 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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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 SFD 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 SFD 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 SFD 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 SFD 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 or 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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD 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 the 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.

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

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, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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. §41-5732, A.A.C. Title 7 section R7-1-101, 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 the Division to proceed. The Change Order is not considered executed until signed by the SFD. 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. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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 proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District 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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

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. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

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 or phase grant, 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. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

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, Tribal Nations 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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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 SFD 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 SFD 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 SFD 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 SFD 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 or 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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD 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 the 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.

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

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, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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. §41-5732, A.A.C. Title 7 section R7-1-101, 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 the Division to proceed. The Change Order is not considered executed until signed by the SFD. 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. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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 proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District 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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

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. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

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 or phase grant, 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. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

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, Tribal Nations 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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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 SFD 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 SFD 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 SFD 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 SFD 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 or 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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD 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 the 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.

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

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, May 4, 2022, April 5, 2023

TERMS AND CONDITIONS FOR ACCEPTANCE OF MONIES FROM BUILDING RENEWAL GRANT FUND

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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. §41-5732, A.A.C. Title 7 section R7-1-101, 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 the Division to proceed. The Change Order is not considered executed until signed by the SFD. 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. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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 proportionally according to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District 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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

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. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

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 or phase grant, 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. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

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, Tribal Nations 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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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 SFD 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 SFD 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 SFD 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 SFD 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 or 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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD 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 the 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.

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **April 23, 2024**

TITLE: **Approval to Distribute Bonus Monies Received Pursuant to ARS 15-249.06(C)**

BACKGROUND:

Arizona Revised Statute 15-249.06 appropriates state funding for an incentive bonus to school districts and to charter schools for each high school student who receives a passing score during the previous fiscal year for college credit in the area of mathematics, English language arts, social studies or science. This bonus, identified as the “College Credit by Exam Incentive Bonus” (“CCEIB”), provides for the following incentive bonus payments to school districts and charter schools:

- A student who receives a passing score on a qualifying examination and who is enrolled in a school where 50% or more of the students are eligible for free or reduced price lunches shall generate for the school district or charter school a bonus of \$450.00 per passing score on a qualifying examination (subject to availability of funds).
- A student who receives a passing score on a qualifying examination and who is enrolled in a school where less than 50% of the students are eligible for free or reduced price lunches shall generate for the school district or charter school a bonus of \$300.00 per passing score on a qualifying examination (subject to availability of funds).

Qualifying exams include Advanced Placement (AP), Cambridge International Exam (CIE) A and AS Level and International Baccalaureate (IB) exams.

ARS 15-249.06(D) requires that the District “*distribute at least fifty percent of the bonus monies to the associated classroom teacher for each student who passes a qualifying examination.*” The remainder of any bonus monies received by the District “*shall be used for teacher professional development or student instructional support or materials.*” During a previous legislative session, the CCEIB law was amended to expand the group of persons who may qualify to receive the CCEIB to include other teachers who instructed a student in the same department or subject area who may be approved by the school principal or school district governing board to receive the bonus.

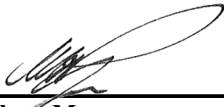
The purpose of this item is to advise the Governing Board about the receipt of the College Credit by Exam Incentive Bonus funds and to request authorization to distribute fifty five percent (55%) of the funds received for each student who passed the qualifying examination during FY 2022-2023 to the associated Advanced Placement/Cambridge/International Baccalaureate classroom teacher. In cases where there were more relevant teachers affecting the qualifying examination, ten percent (10%) of the funds received shall be distributed amongst those teachers. The total amount, with matching costs, equates to a distribution to the associated Advanced Placement/Cambridge/International Baccalaureate teacher for each student receiving a passing score on a qualified exam in the amount of: (a) \$227.59 for students attending a school that receives Title I funds and (b) \$151.25 for students attending a school that does not qualify for Title I funds. The percentage disbursed to the Advanced Placement/Cambridge/International Baccalaureate classroom teacher or relevant teachers was determined through input provided by teachers and Amphi EA. The specific amount to be distributed to the associated teacher varies by school and is presented on the list attached with this Agenda Item.

The remainder of the funds not paid to the relevant teachers, according to law, is used to support professional development and the purchase of content related textbooks and instructional materials related to Advanced Placement/Cambridge/International Baccalaureate.

RECOMMENDATION:

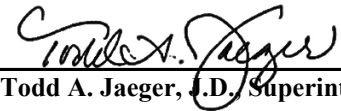
It is the recommendation of Administration that the Governing Board approve the distribution of fifty five percent (55%) of any College Credit by Exam Incentive Bonus monies received by the District pursuant to ARS 15-249.06(C) to the associated Advanced Placement/Cambridge/International Baccalaureate classroom teacher for the student who passed the qualified exam as indicated on the attached distribution list and ten percent (10%) to any relevant teacher listed.

INITIATED BY:



Matthew Munger
Associate Superintendent for Secondary Education

Date: April 17, 2024



Todd A. Jaeger, J.D., Superintendent

CCEIP Incentive Payouts by School and Teacher 2022-2023

Amphitheater High School

		Final Incentive Payout	
10722	Faulkner, Violet	\$	227.59
10942	Zelov, Marc	\$	55.17
10954	Stuetze, Christen	\$	55.17
11014	Haverty, Matt	\$	910.34
15192	Ramsey, Julie	\$	455.17
16713	Kuhn, Brandon	\$	55.17
18334	Thornburg, Ryan	\$	55.17
18491	Gerik, Morgan	\$	55.17
19603	Berrigan, Morgan	\$	55.17
19631	Rodgers, Morgan	\$	227.59
Grand Total		\$	2,151.71

Teachers above include those who taught primary (associated) courses and/or relevant (support) courses to the qualifying students during the student's high school years. Primary and relevant courses include English courses, higher math courses, and other science courses. A complete list is available by request from Jason Weaver, jweaver@amphi.com.

CCEIP Incentive Payouts by School and Teacher 2022-2023

Canyon del Oro High School

		Final Incentive Payout	
10488	Yetman, Christopher	\$	3,034.48
11073	Aukee, Lisa	\$	4,703.45
11133	Windes, Jenny	\$	494.58
11455	Powell, Matthew	\$	2,315.27
11608	Christman, Jill	\$	3,034.48
12121	Hjalmarson-Kittredge, Mar	\$	494.58
12659	Reynolds, Holly	\$	1,668.97
13406	Girard, Robert	\$	2,011.82
14741	Hebert, Patricia	\$	494.58
14745	Yeager, Elizabeth	\$	3,489.66
16228	Fox, Erica	\$	6,563.55
16299	Sanchez, Tenaya	\$	1,708.37
16301	Harris, Noreen	\$	494.58
17048	Piazza, Elizabeth	\$	494.58
17498	Castle, Jordan	\$	494.58
18481	Moes, John	\$	1,820.69
18487	Pechuzal, Caroline	\$	606.90
18848	Chen, Chris	\$	494.58
18877	Goldstein, Heidi	\$	494.58
18974	Roseman, Ronny	\$	2,882.76
19408	Grimes, Elizabeth	\$	494.58
19585	Arnold, Lindi	\$	4,287.68
19841	Lantz, Robert	\$	1,213.79
Grand Total		\$	43,793.09

Teachers above include those who taught primary (associated) courses and/or relevant (support) courses to the qualifying students during the student's high school years. Primary and relevant courses include English courses, higher math courses, and other science courses. A complete list is available by request from Jason Weaver, jweaver@amphi.com.

CCEIP Incentive Payouts by School and Teacher 2022-2023

Ironwood Ridge High School

		Final Incentive Payout	
10434	Fitzsimmons, Anne	\$	5,917.24
10696	DesJarlais, Paul	\$	220.69
10757	Een, Jenny	\$	1,737.93
11010	Watkins, Sean	\$	220.69
11301	Lang, William	\$	1,820.69
11445	Fletcher, Peter	\$	220.69
11636	Delaney, April	\$	1,131.03
12049	Stoxen, Amanda	\$	220.69
12337	Scrivner, Matthew	\$	220.69
12338	Slattery, Ruth	\$	151.72
12677	McElhinney, Judith	\$	2,193.10
13405	Gipson, Lori	\$	1,820.69
13620	Ambrosio, Trish	\$	606.90
14169	Rouille, Doreen	\$	220.69
14477	Taylor, Liza	\$	220.69
16762	Ackerman, Janet	\$	675.86
17131	Baker, Kevin	\$	1,586.21
17166	McGowan, Alissa	\$	2,193.10
18285	Garbera, Shawn	\$	220.69
18506	Wentworth, Ann	\$	220.69
18878	Seymour, Gene	\$	220.69
18879	Seymour, Jamie	\$	220.69
18911	Anderson, Benjamin	\$	4,772.41
18933	Anderson, Katie	\$	220.69
19271	Shugert, Carmen	\$	220.69
20051	Vissichelli, Joseph	\$	1,365.52
20054	Greene, Hannah	\$	675.86
Grand Total		\$	29,517.23

Teachers above include those who taught primary (associated) courses and/or relevant (support) courses to the qualifying students during the student's high school years. Primary and relevant courses include English courses, higher math courses, and other science courses. A complete list is available by request from Jason Weaver, jweaver@amphi.com.



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Supplemental Texts and Materials

BACKGROUND:

Attached is a list of new supplemental texts and materials.

RECOMMENDATION:

This list is presented for the Governing Board's approval.

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: April 17, 2024

Todd A. Jaeger, J.D., Superintendent

SUPPLEMENTAL TEXTS						
Course	Level <i>Grade or Grade Range</i>	Title	Publisher	Copyright	ISBN# <i>Please use 10 digit # if available.</i>	Submitted by <i>School Name</i>
K - 5 Science	Elementary	Picture-Perfect Science Lessons 3-6	NSTA Press	June 10,2010	978-1935155164	Pam Vandivort
K - 5 Science	Elementary	More Picture-Perfect Science Lessons K-4	NSTA Press	January 1,2007	978-1933531120	Pam Vandivort
K - 5 Science	Elementary	Even More Picture-Perfect Science Lessons K-5	NSTA Press	May 15, 2013	978-1935155171	Pam Vandivort
K - 5 Science	Elementary	Picture-Perfect STEM Lessons K-2	NSTA Press	March 29, 2017	978-1681403281	Pam Vandivort
K - 5 Science	Elementary	Picture-Perfect STEM Lessons 3-5	NSTA Press	June 1, 2017	978-1681403311	Pam Vandivort
						93



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of Fireworks for Canyon del Oro High School and Ironwood Ridge High School Graduation Ceremonies

BACKGROUND:

Canyon del Oro High School Student Government and Ironwood Ridge High School Student Government are requesting approval for their proposed fireworks displays on May 14, 2024 (Canyon del Oro High School) and May 15, 2024 (Ironwood Ridge High School).

Attached are the respective letters from Canyon del Oro and Ironwood Ridge High School.

Amphi High School Student Government and principal inquired with the City of Tucson regarding the possibility of conducting a fireworks display for graduation; however, the City of Tucson stated that firework displays are prohibited in city limits.

RECOMMENDATION:

It is the recommendation of the administration that the above request be approved.

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: April 17, 2024

Todd A. Jaeger, J.D., Superintendent

CANYON DEL ORO HIGH SCHOOL

Tara Bulleigh, Principal

Marco Dominguez, Assistant Principal

Don Enright, Assistant Principal

Brent Spencer, Assistant Principal

25 W. Calle Concordia., Oro Valley, AZ 85704

(520) 696-5560 • FAX (520) 696-5590

701 W. Wetmore Road • Tucson, AZ 85705 • (520) 696-5000 • www.amphi.com



GOVERNING BOARD MEMBERS

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President

Susan Zibrat
Vice President

Vicki Cox Golder

Deanna M. Day, M.Ed.

Matthew A. Kopec

SUPERINTENDENT
Todd A. Jaeger, J.D.

April 3, 2024

Matt Munger
Amphitheater School District
701 W Wetmore Rd
Tucson, AZ 85705

Dear Mr. Munger,

As the Student Body President and Vice President at Canyon Del Oro High School, we would like to submit this proposal to you to request permission from the Amphitheater School District Governing Board, Oro Valley Fire Marshall, and the Oro Valley Police Department to set off fireworks at Canyon Del Oro's 2024 Graduation on Tuesday, May 14, 2024.

1. The fireworks company to be used is Fireworks Production of Arizona, Ltd. Their mailing address is 17034 S. 54th St., Chandler, AZ85226 Phone: (480) 948-0090 Fax #480-423-5430 Toll free # 877-948-0090 E-mail: info@fireworksaz.com

2. We request fire coverage for the entire procedure and inspection of the grounds if necessary.

3. We are aware of the regulations in Chapter 9.04 regarding the use of fireworks in Arizona.

4. The fireworks display will take place after the graduation ceremony north of the football field.

We think they would be a wonderful addition to the celebration and hope to continue this tradition. We ask that you strongly consider this proposal. If you have any questions or concerns, please feel free to call us at 520-696-5566 and leave a message with Ms. Johnson in Mrs. Bulleigh's office or 520-696-5620 which is Mrs. Felix's classroom phone. We would be happy to meet with you and discuss this proposal. Thank you for your time.

Sincerely,

Liam DaDeppo
Student Body President

Liana Felix
Student Body Vice President

Amphitheater High • Canyon del Oro High • Ironwood Ridge High
Amphitheater Middle School • Coronado K-8 School • Cross Middle School • La Cima Middle School • Wilson K-8 School
Copper Creek Elementary • Donaldson Elementary • Harelson Elementary • Holaway Elementary • Innovation Academy • Keeling Elementary
Mesa Verde Elementary • Nash Elementary • Painted Sky Elementary • Prince Elementary • Rio Vista Elementary • Walker Elementary • Rillito Center • Amphi Academy Online

Amphitheater Unified School District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background **5**s programs or activities and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding the District's non-discrimination policies are handled at 701 W. Wetmore Road, Tucson, Arizona 85705 by the Equity & Safety Compliance Officer and Title IX Coordinator, (520) 696-5164, TitleIXCoordinator@amphi.com, or the Executive Director of Student Services, (520) 696-5230, studentservices@amphi.com.



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

DATE OF MEETING: **April 23, 2024**

TITLE: **Approval of Out of State Travel**

BACKGROUND:

STAFF

Sara Altemara-Arnold requests permission to attend Project Lead the Way on July 15-26, 2024 in El Segundo, California. Approximate cost of travel is \$6,500.00, and will be paid using Joint Technical Education funds. No school days will be missed, and no substitutes are required.

Beth Lake and Tiffany Bucciarelli Fay request permission to attend National Community Schools and Family Engagement Conference on May 28-June 1, 2024 in Atlanta, Georgia. Approximate cost of travel is \$5,030.00 and will be paid using Maintenance and Operations funds. No school days will be missed, and no substitutes are required.

STUDENTS

Lisa DaDeppo, Robyn Yewell, Leann Calvin, Scott Lassiter, Sadie Lassiter, and Atty Smith request permission to take 20 Canyon del Oro High School Odyssey of the Mind students to Odyssey of the Mind World Finals on May 20-25, 2024 in Ames, Iowa. Approximate cost of travel is \$32,865.90, and will be paid using Tax Credit and Student Activities funds. No school days will be missed, and no substitutes are required.

Patricia Patchin, Collin Cordell, Emily Streeter, Melissa Crown, Andrea Pershing Jessica Sheatley, Jenifer Huchinson Fernandez, and Desirae Rodriguez Smith request permission to take 20 Innovation Academy Odyssey of the Mind students to Odyssey of the Mind World Finals on May 20-25, 2024 in Ames, Iowa. Approximate cost of travel is \$42,210.06, and will be paid using Tax Credit and Student Activities funds. No school days will be missed, and no substitutes are required.

Cris Gosz, Paul Gosz, Cori Freizen, Carey Higgins, Amanda Camion, Sandra Castaneda, Ben Castaneda, Alexia Castaneda, Christopher Frederick, Eric Jacobs, Nick Barrett, Marie Willard, Heather Povas, Jackie McGuire, Cody McGuire, Kelly Payne, and Karissa Weiler request permission to take 21 Cross Middle School Odyssey of the Mind students to Odyssey of the Mind World Finals on May 20-25, 2024 in Ames, Iowa. Approximate cost of travel is \$37,419.98 and will be paid using Tax Credit and Auxiliary funds. No school days will be missed, and no substitutes are required.

BUDGET CODE KEY		
596.00.330.2210.6360.282.0000	JTED	Improvement of Instruction, Employee Training, CDO
596.00.330.2210.6582.282.0000	JTED	Improvement of Instruction, Employee Travel, CDO
001.00.100.2579.6360.510/503.0000	M & O	Non-Instructional Training, Employee Training, Office of Learning & Instruction, Director of Communications
001.00.100.2579.6582.510/503.0000	M & O	Non-Instructional Training, Employee Travel, Office of Learning & Instruction, Director of Communications
526.00.610.1001.6892.282.0000	Tax Credit	Classroom Instruction, Student Expenses, CDO
850.00.610.1001.6892.118.0000	Student Activities	Classroom Instruction, Student Expenses, CDO
526.00.610.2190.6892.282.0000	Tax Credit	Student Support Services, Student Expenses, CDO
850.00.610.2190.6892.282.0000	Student Activities	Student Support Services, Student Expenses, CDO
526.00.410.2710.6519.282.0000	Tax Credit	Student Transportation, Student Travel, CDO

850.00.410.2710.6519.282.0000	Student Activities	Student Transportation, Student Travel, CDO
001.00.610.2190.6892.119.0000	M & O	Student Support Services, Student Expenses, Innovation
850.00.610.1001.6892.119.0000	Student Activities	Classroom Instruction, Student Expenses, Innovation
526.00.410.2710.6519.119.0000	Tax Credit	Student Transportation, Student Travel, Innovation
525.00.610.2190.6892.167.0000	Auxiliary	Student Support Services, Student Expenses, Cross
526.00.610.2190.6892.167.0000	Tax Credit	Student Support Services, Student Expenses, Cross

RECOMMENDATION:

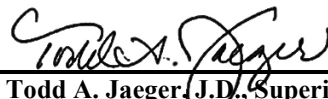
It is the recommendation of the administration that the above travel be approved.

INITIATED BY:



Matthew Munger
Associate Superintendent for Secondary Education

Date: April 22, 2024



Todd A. Jaeger, J.D., Superintendent

**AMPHITHEATER PUBLIC SCHOOLS
STAFF TRAVEL/CONFERENCE REQUEST**

THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL.

EMPLOYEE(S): Sara Altemara- Arnold _____

SCHOOL: CDO
 Department (opt.): CTE
 DATE(S): 7/15/24-7/26/24

ACTIVITY/EVENT: Project Lead the Way training

LOCATION: 1440 E. Imperial Ave, El Segundo, CA 90245

ABSENCE: # Days 14 Sub Required: Yes No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>\$2,400.00</u>		<u>596.00.330.2210.6360.282.0000</u>
Transportation	<u>\$700.00</u>	Mode <u>personal car</u>	<u>596.00.330.2210.6582.282.0000</u>
Rental Car	<u>N/A</u>		_____
Meals	<u>\$500.00</u>		<u>596.00.330.2210.6582.282.0000</u>
Lodging	<u>\$2,900.00</u>		<u>596.00.330.2210.6582.282.0000</u>
Substitutes	<u>N/A</u>		_____
TOTAL	<u>\$6,500.00</u>		

The District will (or) will not receive reimbursement from outside sources.

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: _____

Outcomes and academic benefits to students and staff: Understanding of implementation of new course curriculum.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

The travel is necessary for the implementation of the project funding the travel.

Submitted by: Sara Altemara- Arnold _____ Date 4/11/24
 Signature
Jessie Urye _____ Date 4/11/24
 Principal/Supervisor
 _____ Date 4/12/2024
 Associate Superintendent/Superintendent

AMPHITHEATER PUBLIC SCHOOLS
STAFF TRAVEL/CONFERENCE REQUEST

THIS FORM SHOULD BE USED FOR ALL TRAVEL EXCEPT THAT TRAVEL WITHIN PIMA COUNTY OR A.I.A. SANCTIONED EVENT TRAVEL.

EMPLOYEE(S): Beth Lake, Tiffany Bucciarelli Fay

SCHOOL: District Offices

Department (opt.): Communications/Early Childhood Education

DATE(S): May 28-June 1, 2024

ACTIVITY/EVENT: National Community Schools and Family Engagement Conference

LOCATION: Atlanta, GA

ABSENCE: # Days 5 Sub Required: Yes No

of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

APPROXIMATE COST

BUDGET CODE/DESCRIPTION

(Note: Tax credit contributions are District funds and require a budget code.)

Registration	<u>\$1,250</u>		<u>001.00.100.2579.6360.510/503.0000</u>
Transportation	<u>\$2,000</u>	Mode <u>Air</u>	<u>001.00.100.2579.6582.510/503.0000</u>
Rental Car	_____		_____
Meals	<u>\$640</u>		<u>001.00.100.2579.6582.510/503.0000</u>
Lodging	<u>\$2,280</u>		<u>001.00.100.2579.6582.510/503.0000</u>
Substitutes	_____		_____
TOTAL	<u>\$5,030.00</u>		

The District will (or) will not receive reimbursement from outside sources.

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: Attend the National Community Schools and Family Engagement Conference

Outcomes and academic benefits to students and staff: Interact with other Community and Family Engagement experts to learn about the most current and innovative engagement strategies to implement into District practices.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

<input type="checkbox"/> Academic Content	<input checked="" type="checkbox"/> Caring	<input checked="" type="checkbox"/> Citizenship
<input checked="" type="checkbox"/> Collaboration	<input checked="" type="checkbox"/> Communication	<input checked="" type="checkbox"/> Creative Thinking
<input checked="" type="checkbox"/> Critical Thinking	<input checked="" type="checkbox"/> Problem-Solving	

The travel is necessary for the implementation of the project funding the travel.

Submitted by: Mutilla Vojtech
Signature

4/19/24
Date

Principal/Supervisor
[Signature]
Associate Superintendent/Supervisor

Date
4/19/24
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: Canyon del Oro High School

ESTIMATED NUMBER OF STUDENTS: 20

NAME OF SCHOOL GROUP/CLUB/ENTITY: Odyssey of the Mind

STAFF ADVISOR(S)/CHAPERONES: Lisa DaDeppo, Robyn Yewell, Leann Calvin, Scott Lassiter, Sadie Lassiter, Atty Smith

ABSENCE: # Days 0 Sub Required: Yes No # of School Days Missed 0

ACTIVITY / EVENT / PURPOSE OF TRAVEL: World Finals Competition for Odyssey of the Mind

DESTINATION OF TRAVEL: Iowa State University, Ames, IA

DATES OF TRAVEL: 5/20/24-5/25/24

ACADEMIC BENEFITS TO STUDENTS: Students engage in creative problem solving that incorporates physics, fine arts, literature, mechanics, construction, communication, collaboration, and presentation skills. Many of the skills learned and used are transferable to other domains and all are aligned with the portrait of a graduate.

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

X	Academic Content	X	Caring	X	Citizenship
X	Collaboration	X	Communication	X	Creative Thinking
X	Critical Thinking	X	Problem-Solving		

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

X Other Domestic airline travel (American Airlines) and rental vans (Enterprise)

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
		<u>DISTRICT CODE</u>
Registration	<u>\$20,410.00</u>	<u>526.00.610.1001.6892.282.0000</u> <u>850.00.610.1001.6892.282.0000</u>
	<u>\$9785.10 Airfare</u>	<u>526.00.610.2190.6892.282.0000</u> <u>850.00.610.2190.6892.282.0000</u>
Transportation		
	<u>\$1670.80 Rental Vans</u>	<u>526.00.410.2710.6519.282.0000</u> <u>850.00.410.2710.6519.282.0000</u>
	<u>Included in Registration</u>	_____
Meals	\$1000.00 Travel Day meals	<u>850.00.610.2190.6892.282.0000</u>
	<u>Included in Registration</u>	_____
Lodging	_____	_____
Substitutes	N/A	_____
TOTAL	<u>\$32,865.90</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No

IF SO, SOURCE & AMOUNTS: _____

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? Through self-pay and club money

COST TO EACH STUDENT \$ \$1264.07

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Tax credit, club fundraising.

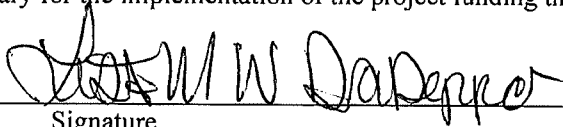
FUNDING SOURCE(S): Amphitheater District contribution, tax credit, club, request to Amphi foundation, request to site council

FUNDRAISING ACTIVITIES PLANNED (If applicable):

Spontaneous Workshop held for all Southern AZ OM teams

The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY:



Signature

4/11/24
Date

APPROVED BY:


Principal/Supervisor

4/11/24
Date


Associate Superintendent/Supervisor

4.15.2024
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: Patricia Patchin, Colin Cordell, Emily Streeter, Melissa Crown, Andrea Pershing, Jessica Wheatley, Jenifer Hutchinson Fernandez, Desirae Rodriguez

ABSENCE: # Days 0 Sub Required: Yes No # of School Days Missed 0

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Odyssey of the Minds Worlds

DESTINATION OF TRAVEL: Des Moines, Iowa

DATES OF TRAVEL: May 20, 2024 – May 25, 2024

ACADEMIC BENEFITS TO STUDENTS: High level of Academic Competition

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Fly SouthWest Airlines and rental vehicles for ground transportation

Are expenses paid from any of the following accounts? Auxiliary _____ Tax Credits yes Club Funds yes
Parent Organization yes

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$14,915 (students)</u>	<u>001.00.610.2190.6892.119.0000</u>
	<u>\$7,065 (coaches)</u>	<u>850.00.610.1001.6892.119.0000</u>
Air Transportation	<u>\$17,118.00 (students)</u>	<u>526.00.410.2710.6519.119.0000</u>
	<u>\$1,297.20 (Chaperones)</u>	<u>850.00.610.2190.6892.119.0000</u>
Ground Transportation	<u>\$1,814.86 (students)</u>	<u>526.00.410.2710.6519.119.0000</u>
Lodging	_____	_____
Substitutes	_____	_____
TOTAL	<u>\$42,210.06</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **yes**

IF SO, SOURCE & AMOUNTS: **all items for parents will be paid for by parents = \$12,009 (housing)**

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Club Funds**

COST TO EACH STUDENT \$ **400**


HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **TC Scholarships available**


FUNDING SOURCE(S): **District contributions, Amphi Foundation contribution, TC Contributions & club funds**

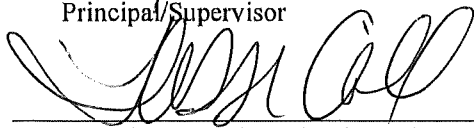
FUNDRAISING ACTIVITIES PLANNED (If applicable):

None

The travel is necessary for the implementation of the project funding the travel.

Updated 4/17/24
 SUBMITTED BY:  _____
 Signature Date **4.17.24**

APPROVED BY:  _____
 Principal/Supervisor Date **4.17.24**

 _____
 Associate Superintendent/Superintendent Date **4/18/24**

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: Select School/Site

ESTIMATED NUMBER OF STUDENTS: 21

NAME OF SCHOOL GROUP/CLUB/ENTITY: Cross Middle School – Odyssey of the Mind

STAFF ADVISOR(S)/CHAPERONES: **Cris Gosz, Paul Gosz, Cori Friezen, Carey Higgins, Amanda Campion, Sandra Castaneda, Ben Castaneda, Alexia Castaneda, Christopher Frederick, Eric Jacobs, Nick Barrett, Marie Willard, Heather Poyas, Jackie McGuire, Cody McGuire, Kelly Payne, Karissa Weiler**

ABSENCE: # Days 0 Sub Required: Yes No # of School Days Missed 0

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Travel to Iowa State University to participate in the Odyssey of the Mind World Finals

DESTINATION OF TRAVEL: Iowa State University

DATES OF TRAVEL: 5/20/24-5/25/24

ACADEMIC BENEFITS TO STUDENTS: _____

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

- | | | |
|---|---|---|
| <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship | <input checked="" type="checkbox"/> Collaboration |
| <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking | <input checked="" type="checkbox"/> Critical Thinking |
| <input checked="" type="checkbox"/> Problem-Solving | <input type="checkbox"/> Scholarship | |

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other American Airlines, Enterprise Car Rental

Are expenses paid from any of the following accounts? Auxiliary _____ Tax Credits Club Funds _____
Parent Organization Gifts & Donations

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>27,050.00</u>	<u>525.00.610.1001.6892.167.0000</u>
Transportation	<u>10,369.98</u>	526.00.610.2190.6892.167.0000
Meals	_____	_____
Lodging	_____	_____
Substitutes	_____	_____
TOTAL	<u>37,419.98</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **No**

IF SO, SOURCE & AMOUNTS: _____

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Self-Pay and Fundraisers**

COST TO EACH STUDENT: \$ **1264.07**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Tax Credit, Fundraising**

FUNDING SOURCE(S): **Amphitheater District contribution, Tax Credit, request to Amphi Foundation, request to site council**

FUNDRAISING ACTIVITIES PLANNED (If applicable): **Fall Festival Dunk Tank and snacks sold at school events**

The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY: _____

Signature

04/22/24
Date

APPROVED BY: _____

Principal/Supervisor

4-22-24
Date

Associate Superintendent/Superintendent

4/22/24
Date



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

DATE OF MEETING: April 23, 2024

TITLE: Approval of 2024-2025 Code of Conduct

BACKGROUND:

On April 9, 2024, the Governing Board studied proposed revisions to the Student Code of Conduct to become effective in school year 2024-2025. Proposed modifications were posted with the April 9th agenda item with additions shown in blue and deletions shown in red. The 2024-2025 Code of Conduct is now being presented for approval.

RECOMMENDATION:

It is recommended that the Board approve the 2024-2025 Code of Conduct as presented.

INITIATED BY:

Tassi Call
Associate Superintendent for Elementary Education

Matthew Munger
Associate Superintendent for Secondary Education

Date: April 17, 2024

Todd A. Jaeger, J.D., Superintendent

Parent and Student Advisory:

This Code of Conduct complies with State of Arizona Department of Education requirements to use specific language to define certain prohibited acts and behaviors. This language may not be suitable for all children. Parental guidance and discretion is suggested.

Amphitheater Unified School District is an Equal Opportunity employer and educational institution. The District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Scouts USA, other designated youth groups or in its hiring or employment practices.

Amphitheater School District Career and Technical Education department does not discriminate in enrollment or access to any of the programs available, such as business, arts & design, computers & media, health science, hospitality education & human services, industrial technologies, public service, and science & engineering. The lack of English language skills shall not be a barrier to admission or participation in the District's activities and programs.

Inquiries concerning Title VI, Title VII, Title IX of the Civil Rights Act of 1964, may be referred to the District's Equity and Safety Compliance Officer and Title IX Coordinator, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5164, TitleIXCoordinator@amphi.com.

Inquiries concerning Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act (IDEA) and the Americans With Disabilities Act (ADA) may be referred to the Executive Director of Student Services, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5230, studentservices@amphi.com or to the Arizona Department of Education, Exceptional Student Services, 1535 West Jefferson Street, Phoenix, Arizona 85007, or the Regional Manager of the Office of Civil Rights, U.S. Department of Health and Human Services, 90 7th Street, Suite 4-100, San Francisco, CA 94103.

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Our Vision

Amphitheater schools and facilities are places where students thrive academically; places parents want their children to go; places where highly skilled people work; and places community members respect because of the high student achievement, caring environment, and focus on individual needs.

Our 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 Value

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

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, school, staff and community.
- The school community deserves a safe and caring environment.
- Our actions reflect our values and dedication to meet student needs fairly and equitably and
- Ample resources are essential to accomplish the Mission.



Amphitheater Governing Board



Scott K. Baker, Ph.D.
President



Susan Zibrat
Vice President



Deanna M. Day, M.Ed.
Member



Vicki Cox Golder
Member



Matthew A. Kopec
Member

District Administration

Todd A. Jaeger, J.D., Superintendent

Tassi Call, M.Ed., Associate Superintendent for Elementary Education

Matthew P. Munger, M.Ed., Associate Superintendent for Secondary Education

Scott Little, MBA, Chief Financial Officer



Learn more about Amphitheater ¹¹¹Public Schools at: www.amphi.com

A LETTER FROM THE SUPERINTENDENT



August 2024

Dear Students, Parents, and Guardians:

Welcome to the 2024-2025 school year.

The District's Governing Board of Education and I are committed to providing a safe and orderly school environment where students receive, and district staff provide, a quality education without disruption or interference. This requires a culture and environment which values and encourages responsible behavior by students, staff, parents, and visitors. As required by Arizona law, the District has developed a clear set of expectations for conduct on school property and at school functions. The specific expectations for acceptable student conduct, contained in this Code of Conduct ("the Code"), are based on common principles of civility, citizenship, caring, and character.

To ensure clarity regarding acceptable student conduct, the Governing Board and I recognize the need to define student conduct which is unacceptable, and which may result in possible disciplinary consequences. Students and parents, as well, must be knowledgeable of both what is acceptable and unacceptable behavior. To this end, the Governing Board has adopted this Code of Conduct.

Parents and students must therefore read and familiarize themselves with this Code. We encourage you to do so together, discussing the content and your own family expectations for proper behavior. The ability of any school district, or any school, to provide a safe and supportive learning environment, after all, is dependent upon all of us -- just as the safety of any part of our community is dependent upon each of us doing our part to support the common good.

On behalf of the Governing Board and our entire district staff, I want to thank you for your attention to this Code and its importance. And, I wish each one of our nearly 13,000 students and their families a safe and successful school year!

Yours sincerely,

A handwritten signature in black ink that reads "Todd A. Jaeger". The signature is fluid and cursive, written in a professional style.

Todd A. Jaeger, J.D.
Superintendent



Introduction to the Student Code of Conduct

A clear and specific Student Code of Conduct is an essential element in developing and maintaining a successful academic environment. As the expectations for student achievement increase, a Student Code of Conduct becomes increasingly important as a central element in the creation of the safe and caring environment necessary for student success. To be effective, a Code must explain expectations for behavior so that all members of the school community can fully understand them; it must also provide fair and consistent guidelines for consequences to be applied when behavioral incidents do occur to help ensure schools are safe places for students, staff, and the public.

This Code has been drafted to be as conversational as possible, but it is important to recognize that any code of conduct must comply with certain legal mandates for public schools and must be very clear about expectations, to include precise definitions where required. Therefore, this Code provides both “plain language” definitions for behavioral incidents as well as more technical definitions established by the State of Arizona Department of Education.

This Code of Conduct includes the following elements:

- Prohibited behaviors are organized into categories to help students understand the related nature of certain behaviors and their relative impacts upon the learning environment.
- Behavioral rules and potential consequences for violations of the rules are combined together in tables to improve understanding and for ease of reference.
- Because technology has become increasingly important for students both within the school setting and in society at large, this Code incorporates rules on the use and consequences for misuse of technology, including computers and the Internet.

The District Values: Basic Expectations for Positive Student Conduct

The following pages outline eleven positive conduct standards for our student community. Examples are given for each standard; however, they are not intended to be a complete or exhaustive list of examples.

1. DIVERSITY

- Be your own person and be proud of who you are.
- Recognize that you are different from others and that others will be different from you.
- Respect the differences in others.
- Try to understand the feelings of others.
- Enjoy the differences in people and learn from them.

2. CREATIVITY

- Think.
- Imagine.
- Try new ways to do things.
- Have your own ideas. Give credit to others for theirs.
- Enjoy new ideas from others.
- Explore ideas in a thoughtful and positive manner.
- Be flexible and adaptable to meet changing demands.

3. CURIOSITY

- Use technology appropriately and for school purposes.
- When you do not understand words, directions, information, or questions, always ask someone to explain their meaning. Ask the teacher, ask friends, or ask your parents.
- When you ask a question in class, other students probably are asking the same question in their heads. When you ask a question, you may be helping other students who are too shy to ask that question.
- Enjoy wondering about everything. Then, ask someone to help you find out more about what you are wondering about. Good helpers are your teacher, the librarian, your parents, and the Internet.
- Be an explorer. Think of new ideas. Think of new ways to understand yourself, others, and the world around you.

4. DILIGENCE

- Attend school daily and be on time.
- When you have a job to do, do it until it is done.
- When you make a promise, keep it.
- When you are supposed to be somewhere at a certain time, be on time.
- Complete tasks on time.
- Make up all missed work, as permitted by your teacher.
- Keep commitments.
- Keep track of your schoolwork. Be responsible for doing classwork and homework. Always do your best.

5. ACHIEVEMENT

- Always try to do your very best at whatever you do.
- Set challenging goals for yourself and go after them.
- Create plans and strategies you will need to achieve your goals.
- If you believe in a goal, stick to it.
- Seek help and assistance when you need it.
- Learn from mistakes. Try not to repeat them.
- Be proud when you improve.
- Be proud of what you can do at school, at home, and with your friends.

6. HONESTY:

- Tell the truth.
- Respect and praise others who tell the truth.
- Do your own work.

- Take pride in admitting when you have made a mistake. Wise people learn from their mistakes.
- Give credit to others for their work and thoughts.

7. CARING AND RESPONSIBILITY:

- Report bullying to a teacher or someone in the office.
- Keep your school safe; tell a teacher or someone in the office when you learn of something that threatens your safety or your school's safety, such as drugs, weapons, or scary behavior.

8. KINDNESS

- Use kind, friendly words toward others.
- Do you like having friends? So do others. Be a friend to someone.
- Do you sometimes need help? So do others. Help someone.
- Do you appreciate someone sharing something with you? So do others. Share with others.
- Encourage others. See the good in them and praise them for it.

9. FAIRNESS

- First, ask yourself, "Is this fair?" Then, ask yourself, "Am I being fair?"
- Expect fairness from others and be fair to them.
- Fairness usually feels right; unfairness never does.

10. RESPECTFULNESS:

- Ask yourself, "How do I want to be treated?" Then, treat others the way you want to be treated.
- Show respect for yourself and others through your actions and what you say.
- Respectful words and actions help when you are part of a group or team.
- You show respect for yourself and others by never using bad language and hand signals at school.
- You show respect when you get over conflicts without getting physical. Ask a grownup for help if you need it.
- You show respect when you take turns and allow others to do their work.
- You show respect when you follow the rules at sports and when you help others, rather than putting them down when they make a mistake.
- You show respect when you follow school dress rules.

11. SERVICE TO THE COMMUNITY:

- Your community is the people around you at school and at home.
- Follow the rules of your community.
- Keep your school clean. Clean up after yourself.
- Recycle whenever possible.
- Be a leader when it helps the group.
- Be a follower when it helps the group.
- Share ideas that will help the group.
- Be a person who can be counted on by others.
- Participate in community projects.

- Help without being asked.

Shared Responsibilities for Student Behavior

In order for our community's children to maximize the benefits of a public education, everyone must share in the collective responsibility of promoting behavior that provides an environment in which all children can feel safe and learn. Certainly, all members of our community have a role to play as positive models for respectful behavior. The following paragraphs discuss basic responsibilities for students, parents, staff, and the community for ensuring a successful education for every child.

Students' Responsibilities

Students, you must take an active role in monitoring your own behavior and modeling appropriate behavior for your fellow students. In order to accomplish this, you must:

1. Become familiar with the conduct standards;
2. Strive to follow the conduct standards;
3. Accept and use feedback and/or discipline as resources to improve yourself; and
4. Set goals for improvement.

Parents' and Guardians' Responsibilities

No role model is more powerful than a parent or guardian. Parents are "first and forever teachers" who set much of the direction for their child. Thus, parents and guardians must:

1. Become familiar with the conduct standards and discuss them with their children;
2. Support and reinforce behavior expectations and disciplinary policies of the school by assuming the primary responsibility for the discipline of their children;
3. Cooperate with and support teachers and staff;
4. Maintain regular communication with teachers regarding their children's schoolwork and behavior;
5. Ensure that children attend school every day, unless ill, and that they arrive on time;
6. Teach their children to seek positive resolution to problems and to handle confrontation non-violently; and
7. Provide their children with a nurturing and healthy environment.

School Staff Responsibilities

Each member of the school staff has the primary responsibility of providing for the educational needs of all students and for the safety of the school environment. The school staff members are responsible for:

1. Maintaining a positive atmosphere conducive to learning and good behavior;
2. Teaching and modeling the conduct standards;

3. Building close and productive relationships with students and their families by demonstrating respect, caring and effective communication;
4. Utilizing informal strategies to intervene with behavior when appropriate; and
5. Administering discipline in a fair and impartial manner to teach by example the principles of justice and citizenship by example.

Community and Family Service Organizations' Responsibilities

Public, private, religious, secular organizations, and businesses can support the prevention, intervention, and remediation of issues associated with student discipline when they:

1. Serve as mentors to help students develop positive social skills that foster safe school environments.
2. Assist in violence prevention, substance abuse education, and character development.
3. Serve as a resource for families of students unable to meet the behavioral expectations of the school and community;
4. Assist students and parents when students re-enter school following disciplinary exclusions; and
5. Become partners with schools to coordinate services which support the school system's disciplinary policies.

Understanding the Code of Conduct - Q & A

Why does the District have a Student Code of Conduct?

Preserving the safety and protecting the health and general welfare of students, District employees, visitors, and volunteers on school property and at school activities are the legal and moral responsibilities of the Governing Board and its Administration.

The Amphitheater Governing Board and Administration recognize that students should have and need a certain degree of freedom to express their individuality in school, but any such expression should never intrude upon or endanger the freedoms of others. The Governing Board has therefore established policies and directed the Superintendent to establish regulations for student conduct which will strike an appropriate balance between individual freedoms and safe schools.

While the District and its parents, students, and public have expectations for what student behavior should be like, and while we hope every student will strive to meet those expectations, we know that some students will violate those expectations and need some action to help ensure that the violation does not re-occur. The severity of these violations will vary, but many violations will warrant correction – some action to help ensure the violation does not recur. As a consequence, state law mandates that each school district governing board establish rules for student behavior and include the range of consequences the District thinks will encourage more appropriate behavior in the future.

Do schools have their own rules for student conduct as well?

The principal and faculty of each school may have established school-specific rules and/or procedures for student behavior and conduct. School-based rules are in addition to those contained in this Code of Conduct, provided they are consistent with this Code of Conduct, the policies of the Governing Board, and applicable law.

Students must comply with both this District-wide Student Code of Conduct and with all rules established by the principal and faculty of the school they attend. A student's failure or refusal to comply with the rules of his or her school will subject the student to disciplinary action.

The principal of each school is required to ensure that copies of District and school rules pertaining to discipline, suspension, and expulsion of students are distributed to parents and students.

How does one interpret the Code of Conduct?

Generally, words will be given their ordinary meaning, unless those terms are otherwise specifically defined. In the event of any conflict in interpretation, the determination of the

Associate to the Superintendent shall be final. The interests of safety, and student and staff welfare, shall be paramount considerations in the interpretation of disciplinary rules.

What happens under the Code if a student only attempts to commit a prohibited act, or helps someone else to attempt or actually commit a prohibited act?

When a student attempts to commit a prohibited act or participates in any way to help someone else to attempt a prohibited act, actually commits a prohibited act, or conceals the commission of a prohibited act, that student is subject to disciplinary action as if the student had committed the act. This ensures that students develop a sense of personal responsibility for behaviors they encourage or solicit in others. To be subject to discipline in any circumstance, however, the student must have, at a minimum, actively engaged in some behavior which facilitated, promoted, or protected the underlying behavior.

What does the Code mean by “possession?”

A student will be considered to “possess” or “be in possession of” a substance or object if the student:

- (1) knows of the nature, existence, and location of the substance or object, or
- (2) takes control of the substance or object, regardless of the length of time of that control or their intention.

Students who “hold something for a friend” are responsible for possession.

What is the difference between criminal law and school district rules?

Court proceedings relating to an incident at school are separate from the school’s disciplinary procedures. Courts take actions for violations of laws – usually criminal laws. Schools take disciplinary action for violations of school and District rules. Behavior which violates school rules may not violate criminal law. So, discipline may be imposed even if a court decides not to impose criminal penalties. The school administration may, however, be *required* to report certain kinds of student conduct to appropriate law enforcement officials if that conduct also constitutes a crime.

Student conduct matters are governed by District rules and policies, rather than criminal law or court procedures. Juvenile or criminal court matters are not controlled by school district rules or procedures. Schools may use different definitions of violations than used in criminal law. When making decisions, schools do apply a different burden of proof than the courts. To convict, the courts require evidence “beyond a reasonable doubt.” School decisions are based on the “preponderance of evidence.” A preponderance of evidence exists where there is a greater weight of evidence than the evidence offered in opposition to it (e.g. 50.1% vs. 49.9%).

Where and when does the Code of Conduct apply?

This Code applies to students:

- During regular school hours;
- Whenever the student is being transported on a school bus or by other transportation arranged by the school District;
- When the student is traveling to and from school by any other means, including walking or personal travel;
- During school events, including off-campus events and activities such as field trips, dances, and athletic competitions;
- At other times where a school employee has jurisdiction or authority over students, including summer activities;
- During other activities associated with or supported by the school in any way; and
- On school or District grounds at any time, regardless of whether school is in session.

Additionally, the principal may take disciplinary action when a student's misconduct away from school has a detrimental effect on other students at school or on the orderly educational process of the District. Also, the principal may take disciplinary action if the violation is directly connected to prior violations at school or threatens to produce further violations or a risk of harm or injury at school.

What specific behaviors does this Code of Conduct prohibit?

The tables which follow in the next section of this Code of Conduct list rules for student conduct (prohibited behaviors). Prohibited behaviors are classified by the following categories in the tables:

- Aggression and Hostility
- Alcohol, Tobacco, Medications, and Other Drugs
- Arson and Combustibles
- Attendance Violations
- Harassment, Threats, Bullying, and Intimidation
- Academic Dishonesty (Lying, Cheating, Forgery, or Plagiarism)
- Disruptions to the Academic Process
- Threatening the School Environment
- Sexual Behaviors
- Technology Abuses
- Theft
- Trespassing
- Vandalism and Damage
- Weapons and Dangerous Items

What specific consequences can be imposed for violations of this Code of Conduct?

The tables which follow in the next section of this Code of Conduct list consequences for violations of the Code - the types of discipline which school District personnel are permitted or – in some situations – are required to impose.

The school principal or designee may determine the consequences from those listed. Multiple consequences may be selected by the principal. Principals can consider the age and developmental level of the student in setting disciplinary consequences.

Where a long-term suspension consequence is stated as “(Mandatory),” a principal must present the matter to a long-term suspension hearing officer appointed by the Governing Board for a formal hearing unless the principal requests and obtains a written waiver approved by the Superintendent or his designee. If granted, a mandatory expulsion consequence for the same violation may be waived at the same time.

If not waived as noted above, a “(Mandatory)” expulsion consequence likewise requires that the matter be presented to a hearing officer appointed by the Governing Board to hear the matter and make a recommendation to the Governing Board about expulsion. This expulsion consequence may be waived by the Superintendent (or his designee) upon the student providing proof that he/she has met any terms and conditions set forth by the Long-term Suspension Hearing Officer.

The disciplinary consequences include the following school level and District level actions:

School Level Disciplinary Actions:

Where appropriate or required, school personnel may implement the following disciplinary actions:

- **Activity Restriction** – Restricting a student from participating in or attending school activities such as dances, performances, athletic contests, team practices, club meetings, events, parties, etc.
- **Bus Probation** – Establishing conditions with which the student must comply in order to continue riding the school bus.
- **Bus Suspension** – Denying the student the privilege of riding a school bus for violations of the Student Code of Conduct, even if the student is not denied the right to attend school.
- **Conference** – Meeting or contacting two or more of the following: the student, parent, counselor, principal, and other District staff members.
- **Detention** – Requiring that a student report to a specified location at certain times during school and before or after school, including "Saturday school."

- **In-Class/School Discipline** – Imposing consequences, which do not require suspension from school, such as loss of privileges, additional work assignments, temporary removal from class, and/or other classroom or school-based consequences.
- **In-School Suspension** – Assigning a student to attend a location in the school that is in an area removed from the regular education setting.
- **Probationary Contract** – Executing a written document setting out academic and/or behavioral stipulations for the student. Violation of the contract will result in additional, usually more severe, disciplinary action.
- **Reprimand** – Reprimanding the student, verbally or in writing, by a principal or other staff member.
- **Removal From Class** – Excluding the student from a classroom. The teacher is responsible for maintaining an appropriate learning environment in the classroom. Arizona law, therefore, permits a teacher to temporarily exclude a student from the teacher’s class for serious disruption of the educational process within the teacher’s classroom or for exhibiting persistent disobedient behavior. The teacher may also refuse to readmit the student to the classroom under certain circumstances. In the event of such a removal from class, the student will report to a location at school determined by the school principal. School-based procedures which determine whether the student may return to the class are then implemented.
- **Requests for District-Level Disciplinary Actions** (listed below).
- **Revocation of Automobile Privileges** – Revoking automobile privileges.
- **Revocation of Off-Campus Privileges** – Revoking off-campus privileges.
- **Short-Term Suspension** – Suspending a student from school for up to nine (9) school days. During the term of a short-term suspension, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during a short-term suspension, the student must make prior arrangements with the principal to do so. A short-term suspension imposed by the principal’s designee may be appealed to the principal. A short-term suspension, which was imposed or approved by the actual school principal, is not subject to appeal.
- **Student Schedule or Curriculum Adjustment** – Changing the student’s class schedule, teacher, courses, instruction, or access to components of curriculum.
- **Time Out** – Removing a student from instruction in the classroom or from other school activities for a period not to exceed three hours. During time out, the student is reassigned to a supervised area such as the principal’s office, alternative or in-school suspension programs, or responsibility rooms.

- **Work Assignments/Community Service** – Providing the student, at the District's discretion, an opportunity to perform supervised activities related to the assistance of District personnel, or to the upkeep and maintenance of school facilities or other public properties, instead of serving or while serving a suspension or expulsion. The student and parent(s) may also request this alternative; however, the final decision rests with the principal. Supervision by parents may be required for this alternative.

Note: Students who are absent during an assigned disciplinary action, will be required to complete the assigned discipline upon return. Students who refuse to complete an assigned discipline will face additional disciplinary consequences.

District-Level Disciplinary Actions:

Where appropriate or required, District-level personnel may implement the following disciplinary actions:

- **Any of the School Level Disciplinary Actions (listed above)**
- **Long-Term Suspension** – Suspending a student from school for a term not to exceed the total number of school days in one school year (presently 178 school days). A long-term suspension may carry over from one school year into the next. The suspension hearing officer may provide an opportunity for the student to return early from suspension by meeting certain terms and conditions. During the term of a long-term suspension, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during a long-term suspension, the student must make prior arrangements with the principal to do so. A long-term suspension may only be imposed following a hearing held by a District-level hearing officer. A student or parent has a right to appeal the decision of the District hearing officer to the Governing Board in accordance with District policy and regulation. Suspensions remain in effect pending the Board's review of any appeal.
- **Expulsion** – Expelling a student from school until specifically permitted to return to school by the Governing Board, usually based upon the student's and the parent's compliance with certain terms and conditions. Expulsion can be permanent as well. During the term of an expulsion, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during an expulsion, the student must make prior arrangements with the principal *and the hearing officer* to do so.

Following a long-term suspension hearing, the hearing officer may provide an opportunity for the student to avoid an expulsion hearing by meeting certain terms and conditions. If this action is not appropriate based on the circumstances surrounding the student's Code violation(s), or the terms and conditions are not met, whether or not the student should be expelled, and if so, under what conditions (if any) the student might be able to re-apply for admission to the District. **Only the Governing Board can make the final determination of whether a student should be expelled and under what conditions the student might be able to re-apply for admission to the District.** Before making its decision, the Board will consider the reports of both hearing officers and the statements of the student,

his/her family, and their lawyer if any are present and choose to speak in accordance with District policy and regulation.

Are educational services provided to suspended and expelled students?

In some circumstances, the District will offer ongoing educational services to students who are suspended or expelled. Whether the District does so depends upon the length of the exclusion from school, the student's status as a disabled student, and the nature of the student's offense.

Where students are eligible for and are offered continuing services by the District, the student's active participation in the alternative education services offered may be considered as a factor in reducing the level of discipline normally appropriate for the offense involved. For example, if a student is suspended for possession of illegal drugs and is being considered for expulsion as well, the fact that the student has enrolled in and is actively pursuing his/her education in the alternative program offered by the District may result in waiver of the requirement under this Code for expulsion or may even serve to reduce the term of the long-term suspension.

Are there special considerations for athletes and extracurricular participants?

Students participating in interscholastic activities for their schools do so as representatives of their school community and as role models for other students. Their involvement with tobacco, drugs, and alcohol at any time can therefore negatively reflect upon their community and convey a poor example to their peers. In addition, the use of tobacco, drugs or alcohol by athletic or activity participants can lead to an increased risk of harm or severe injury to themselves or others during those activities.

The Amphitheater District therefore maintains a zero tolerance "24/7" policy on the use of tobacco, drugs, or alcohol by interscholastic participants. Any interscholastic participant who uses, possesses, or transfers tobacco, alcohol or drugs at any time during their active season of competition will be immediately removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

Similarly, other behaviors by student representatives can reflect upon their team, school, and community. Students participating in interscholastic activities should be mindful at all times of the important role they play in their school community and how their behavior can negatively impact their fellow teammates, their fellow students, and the school in general. Whether at a team event, a school activity, a community function, or on the internet, student representatives must always observe appropriate decorum, behavior, and etiquette when acting in any way that is connected to the school or team.

How does this Code of Conduct apply to students of different ages and developmental factors?

The rules and procedures outlined in this Student Code of Conduct apply to all District students. The age, maturity, and developmental factors of students may be considered in determining the type of disciplinary action to be taken in the event of violations. Generally speaking, the older and more mature a student is and/or the more serious the infraction, the more personal responsibility the student will carry for his or her actions.

District personnel who administer student discipline will follow appropriate disciplinary procedures for disabled students when dealing with students in special education programs, with those receiving Section 504 accommodations, and with those who are pending evaluation.

Conduct Rules and Consequences

School-Level Actions

Code of Conduct Rule violations may result in one or more of the following School-Level Actions:

Activity Restriction	Removal from Class
Bus Probation/Suspension	Reprimand
Community Service	Revocation of Automobile Privileges
Conference	Revocation of Off-Campus Privileges
Detention	Schedule or Curriculum Adjustment
In-Class/School Discipline	Short-term Suspension
In-School Suspension	Time Out
Probationary Contract	Work Assignment

Each School Level Action involves a conference with the student to review appropriate conduct.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Aggression and Hostility		
1A. Provocation Use of any form of communication (verbal or written) or gestures, including exhibiting gang signs, that may cause others to fight or engage in other hostilities; challenging someone to fight.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension
1B. Minor Aggressive Act Inappropriate physical contact (non-sexual) which does not cause serious injury.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension

Examples of **MINOR AGGRESSIVE ACT** include, but are not limited to, spitting, tripping, hitting, poking, pulling, or pushing.

1C. Fighting Mutual participation by two of or more students in an incident involving physical violence, where there is no major injury.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
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A verbal confrontation alone does not constitute **FIGHTING**. Students should avoid fighting at all times. If provoked, the first response should be to walk away.

“Mutual participation” for **FIGHTING** may exist if physical violence continues longer than reasonably necessary.

Self-defense is NOT a defense if excessive force is used to defend.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Aggression and Hostility		
1D. Assault Causing any physical injury to another person; making another person reasonably fearful of physical injury; knowingly touching another person with the intent to hurt, insult or provoke that person. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
1E. Aggravated Assault Committing assault which: <ul style="list-style-type: none"> • Causes serious physical injury to another; or • Involves a deadly weapon or dangerous instrument; or • Is inflicted upon someone 15 years or younger by someone 18 years old or older; or • Is an assault of a police officer; or • Is an assault of a school employee. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Alcohol, Tobacco, Medications and Other Drugs		
2A. Alcohol Use or Possession Using or being under the influence of alcohol; possession of an alcohol beverage. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
2B. Alcohol Distribution Providing or selling an alcohol beverage to another. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions, Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

ALCOHOL includes substances represented to be alcohol or believed to be alcohol, regardless of whether they are actually alcohol.

Special 24/7 Rule for Interscholastic competitors and athletes

Interscholastic participants, who use, possess, or distribute tobacco, drugs or alcohol at any time during their season of competition will be removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

<u>Prohibited Behavior</u> Alcohol, Tobacco, Medications and Other Drugs	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>2C. Drug Use or Possession</p> <p>Use or possession of any drug or narcotic substance;</p> <p>Transporting or holding drugs or paraphernalia for another;</p> <p>Being under the influence of any drug at school or at any school-related event.</p> <p>Must be Reported to Law Enforcement</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2D. Drug Paraphernalia Possession</p> <p>Possession of any paraphernalia.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>2E. Drug or Paraphernalia Distribution</p> <p>Making, distributing, selling, buying, or giving any drug, narcotic substance or paraphernalia to another person;</p> <p>Transferring or participating in the transfer of drugs or paraphernalia between two or more students;</p> <p>Providing prescription or over-the-counter medication to another student.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>

To prevent accidental injuries and protect others, students must obtain written permission from the principal to possess or use any form of **MEDICATION**, including over-the-counter substances like pain relievers, vitamins, and supplements at school.

DRUG means any narcotic drug, dangerous drug, marijuana, or peyote ([A.R.S. §13-3415](#)) and may include:

- Prescription Drugs (Inappropriately Used);
- Over-the-Counter Drugs (Inappropriately Used);
- Illicit Drugs, including but not limited to, Methamphetamines; Ecstasy, Cocaine or Crack, Hallucinogens, or Heroin.
- All parts of any plant of the genus *Cannabis*, including, but not limited to, extracted resin, salt, compound, derivative, mixture or preparation.
- Cannabinoids (synthetic or natural) commonly called marijuana, THC, “fake weed,” “spice,” “K2,” “bath salts,” “wax pens,” etc.; and/or

- Any substance represented to be a drug.

PARAPHERNALIA means all equipment, products and materials of any kind which are used, intended for use, or designed for use in producing, testing, packaging, storing, concealing, ingesting, inhaling or otherwise introducing a drug into the human body, including a vapor releasing device such as an electronic cigarette or parts from a vapor releasing device, such as an adapter, cartridge or charger.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>Alcohol, Tobacco, Medications and Other Drugs</p>		
<p>2F. Tobacco Possession</p> <p>Possession of tobacco and related products.</p>	<p>School Level Actions Short-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>2G. Tobacco</p> <p>Use, distribution or sale of tobacco and related products other than liquid nicotine*.</p> <p>* <i>Liquid nicotine is addressed under Rule 2I as Vaping.</i></p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2H. Medication Violation</p> <p>Use or possession of prescription, over-the-counter or herbal medications at school without prior written permission of the principal.*</p> <p>*<i>Over-the-counter cough drops and sunscreen are permissible to bring to school, without written permission from the Principal, for self-administration at school, but may not be shared.</i></p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2I. Vaping</p> <p>Use or possession of an inhalant product from a vapor-releasing device.</p> <p><i>Inhalant</i> includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>

Examples of **TOBACCO and TOBACCO-RELATED PRODUCTS** include: cigars, cigarettes, and other nicotine delivery devices, cigarette papers, and smoking or chewing tobacco, except that any substance inhaled through a vapor releasing device (including liquid nicotine) is classified as “**VAPING**” under Rule 2I.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Arson and Combustibles		
3A. Arson Damaging a structure or property by knowingly causing a fire or explosion. <p style="text-align: center; color: blue;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
3B. Combustibles Possession or use of something capable of causing bodily harm or property damage if ignited; Possession or use of a smoke bomb or something similar that is capable of causing others to believe a fire is occurring.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory in situations of serious risk of harm to persons or property)

When a student uses a combustible to cause a fire, he/she has committed **ARSON**.

COMBUSTIBLES include, but are not limited to:

- Matches
- Lighters
- Flammable substances
- Firecrackers, Fireworks
- Poppers
- Smoke/Stink bombs
- Flash paper
- Sparklers
- Caps
- Ammunition (live or blank)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Attendance Violations		
4A. Tardy Arriving at school or to class after the scheduled start time.	School Level Actions	School Level Actions Short-term Suspension
4B. Excessive Tardies Arriving at school or to class after the scheduled start time five percent (5%) or more of the time.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion*
4C. Off Campus/Unauthorized Area Violation Leaving school grounds or being in an “off limits” area during regular school hours without permission of the Principal.	School Level Actions	School Level Actions Short-term Suspension
4D. Unexcused Absence Failing to attend school without parent or legal guardian permission.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension* Long-term Suspension*
4E. Excessive Absences / Truancy Failing to attend school, unless excused, for more than ten percent (10%) of the number of required attendance days.	School Level Actions	School Level Actions Short-term Suspension* Long-term Suspension* Expulsion*
4F. Leaving Class Without Permission Leaving class without teacher permission.	School Level Actions	School Level Actions Short-term Suspension* Long-term Suspension* Expulsion*

* After interventions have occurred and/or when combined with other offenses

<u>Prohibited Behavior</u> Harassment, Threats, Bullying, and Intimidation	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>5A. Nonsexual Harassment</p> <p>Any form of communication or conduct that is directed at a specific person and that would cause a reasonable person to be seriously alarmed, annoyed, or harassed due to their race, color, religion/religious beliefs, creed, gender, identity, age, national origin, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>5B. Bullying and/or Cyberbullying</p> <p>Acting toward someone in an unwelcome and unprovoked manner, repeated over time, which exerts power over that person on or off District property;</p> <p>Actions that contribute to a substantial risk of potential injury, mental harm, degradation, or societal exclusion or causes physical injury, mental harm or personal degradation.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>5C. Threats and Intimidation</p> <p>Threatening or suggesting, by words or conduct, the intention to cause physical injury or serious damage to a person or their property;</p> <p>Associating with or participation in a group which exhibits negative attitudes and actions toward others.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>5D. Hazing</p> <p>Acting against another student, where both of the following apply:</p> <p>The act is in connection with initiation into, affiliation with, or membership in any school organization; and</p> <p>The act poses a risk of or causes injury, mental harm or degradation.</p>	<p>School Level Actions Short-term Suspension (Mandatory)</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>

BULLYING requires an imbalance of power (real or perceived), repeated over time, between one or more persons and the victim. Actions may include:

- physical (pushing, hitting, kicking, spitting, stealing);

- verbal (making threats, taunting, teasing, name-calling); or
- psychological (spreading rumors, social exclusion, manipulating social relationships).

NONSEXUAL HARASSMENT is different from **BULLYING** in that the reason for the negative comment or act is due to a person being a part of a particular category of identity/group which has the legal protections, or for which the District's policies provide protections, such as race, ethnicity, gender, sexual orientation or identity, or disability. It also does not require the conduct to be repeated over time.

NONSEXUAL HARASSMENT is different from **SEXUAL HARASSMENT** due to a lack of connection between the comment/actions to a desired sexual relations, sexual act, or romantic involvement of the parties.

CYBERBULLYING includes behavior that occurs through direct and indirect electronic acts (electronic mail, text messages, instant messaging, digital pictures or images, website / social media / blog postings, etc.).

An example of **HAZING** includes using hand signals, graffiti, apparel, accessory, or manner of dress or grooming which by color, arrangement, trademark, symbol, or other attribute indicates or implies membership or affiliation with such a group.

A "SCHOOL ORGANIZATION" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with a District school and whose membership consists primarily of students.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Academic Dishonesty		
<p>6A. Cheating</p> <p>Claiming someone else’s information or schoolwork for your own;</p> <p>Recording and/or transferring information about tests or quizzes to another person.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6B. Forgery</p> <p>Falsely and fraudulently making or altering a document;</p> <p>Modifying a school-related document by any means without written permission.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6C. Lying</p> <p>Making an untrue statement with intent to deceive; creating a false or misleading impression.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6D. Plagiarism</p> <p>Stealing and passing off the ideas or words of another as one’s own including the use of AI or similar software.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Long-term Suspension Expulsion</p>

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>7A. Disruption</p> <p>Engaging in behavior which causes an interruption in a class, activity, or school business;</p> <p>Any behavior that requires the involvement of law enforcement personnel.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>
<p>7B. Dress Code Violation</p> <p>Wearing clothing or accessories which do not comply with the dress code guidelines stated by school or District policy;</p> <p>The failure to wear or display student identification.</p>	<p>School Level Actions</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>
<p>7C. Insubordination</p> <p>Refusal to follow directions of school personnel;</p> <p>Delivering socially rude comments or conduct toward school personnel.</p>	<p>School Level Actions Short-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>7D. Inappropriate Language or Gestures</p> <p>Verbal swearing, name-calling, making racial, ethnic, religious or gender slurs, exhibiting gang signs, or the use of words in an offensive or demeaning manner;</p> <p>Making gestures toward others intended to offend or annoy the other person;</p> <p>Making gestures that communicate a hostile or sexual message.</p>	<p>School Level Actions Short-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>

A **DISRUPTION** may include, but is not limited to:

- sustained talk or verbal outbursts; horseplay or roughhousing; being out of your seat repeatedly; or
- an act that occurs off campus, including online or through social media, which has a disruptive impact on the learning environment of a school campus.

<u>Prohibited Behavior</u> Disruptions to the Academic Process (cont.)	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
7E. Parking Violation Parking on school grounds or near school in a manner or location contrary to the school's parking rule; Not displaying proper and required permits as may be issued by the District or the Arizona Department of Motor Vehicles.	School Level Actions	School Level Actions
7F. Gambling Playing games of chance for money or property.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension
7G. Pranks Any act of mischief that disrupts or distracts from a class, school activity or school event.	School Level Actions	School Level Actions Short-term Suspension Long-term Suspension
7H. Probation Violation Violation of any term or condition of academic and/or disciplinary probation contract assigned by a school administrator or District hearing officer.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
7I. Safety Violation Acting in a manner that endangers the well-being of yourself or other person(s).	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
7J. Gang-related Clothing or Accessories Wearing or displaying clothing items, images or accessories that represent gang affiliation or membership.	School Level Actions Short-term Suspension (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory)
7K. Student ID The failure to wear or display student identification.	School Level Actions	School Level Actions Short-term Suspension

<u>Prohibited Behavior</u> Threatening the School Environment	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
8A. Bomb Threat Threatening to cause harm to property or person using a bomb, dynamite, explosive, or arson-causing device. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8B. Chemical or Biological Threat Threatening to cause harm using dangerous chemicals or biological agents. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8C. False Fire Alarm Intentionally ringing a fire alarm when there is no fire; Falsely reporting a fire. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8D. Other Threat to School Any threat (not listed in Rules 8A, 8B or 8C above) to cause damage to a school building or school property, or to harm students or staff. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Sexual Behaviors		
<p>9A. Sexually Inappropriate Materials*</p> <p>Possession of materials containing sexually explicit depictions.</p>	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension
<p>9B. Inappropriate Physical Contact*</p> <p>An isolated incident of unwelcome contact of a sexual nature.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>9C. Sexual Harassment*</p> <p>Unwelcome conduct or comment of a sexual nature toward another person associated with their gender/sex, sexual orientation, gender identity, or gender expression which is:</p> <ul style="list-style-type: none"> • Severe; AND • Pervasive; AND • Objectively offensive so it interferes with another person's full participation in the educational process or any school program or activity. <p>Sexual Assault, Dating Abuse/Violence and Domestic Abuse/Violence are considered Sexual Harassment.</p> <p>Comments and contact toward anyone due to their sexual orientation, gender identity, or gender expression may be considered Sexual Harassment.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
<p>9D. Sexual Harassment* With Bodily Contact</p> <p>Sexual Harassment (defined above) that includes unwanted physical contact of sexual or non-sexual body parts.</p> <p>Any bodily contact linked to dating abuse/violence or domestic abuse/violence.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

SEXUALLY INAPPROPRIATE MATERIALS includes, but is not limited to, photographs, drawings, recordings, and written language.

SEXUAL HARASSMENT includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, teasing, jokes, and other verbal, nonverbal, or physical conduct of a sexual nature; coercion of a third party to commit harassment towards another person.

SEXUAL ORIENTATION means romantic attraction to a certain gender.

GENDER IDENTITY means a person’s deeply-felt, inherent sense of being male, female or an alternative gender.

GENDER EXPRESSION is how the person shows their gender identity in their mannerisms, dress, or ways of communication.

**Federal law imposes limitations on school district discipline pertaining to allegations of sexual behavior. See Policy ACAA and Regulation ACAA-R in the appendix.*

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Sexual Behaviors (cont.)		
<p>9E. Indecent Exposure</p> <p>Exposure of a person’s own genitals, buttocks or female areola.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions, Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
<p>9F. Inappropriate Public Display of Affection</p> <p>Affectionate behavior between two consenting students that would reasonably offend another person.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>9G. Public Indecency</p> <p>Displaying one’s private parts or engaging in sexual acts.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion

INDECENT EXPOSURE requires the presence of another person and disregard about whether that other person would be reasonably offended or alarmed by the act.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Technology Abuses		
<p>10A. Inappropriate Use of Technology</p> <p>Using District computers, network or other technology to post, send, or share personal information, on or off District property, about one's self of oneself or about others without prior permission from a teacher and parent to do so.</p>	School Level Actions	School Level Actions Short-term Suspension Long-term Suspension Expulsion

PERSONAL INFORMATION includes names, pictures, addresses, telephone numbers, school address, etc.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Technology Abuses (cont.)		
<p>10B. Misuse of Technology</p> <p>Making or attempting unauthorized access to any Amphitheater Information System (AIS):</p> <ul style="list-style-type: none"> • Bypass firewall or access proxy accounts; • Using, accessing, or saving inappropriate content on any District provided resource; • Using or attempting to use the AIS to: • Access any other computer system; • Access District-prohibited website; • Bypass firewall or access proxy accounts; • Perform any illegal or inappropriate acts; and/or • Disrupting or modifying the AIS or data by spreading viruses or by any other means. 	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>10C. Misuse of Personal Technology</p> <p>Using personal technology, on or off District property, in a manner that has a disruptive impact in class, on a school campus or at school activities.</p>	School Level Actions Short-term Suspension Long-term Suspension Revocation of Authorization to Use a District-issued Electronic Device(s) Off-campus	School Level Actions Short-term Suspension Long-term Suspension Expulsion

MISUSE OF TECHNOLOGY / PERSONAL TECHNOLOGY includes, but is not limited to:

- a student logging in through another person's account or accessing their files without their written permission;
- drug or alcohol purchase, distribution, or sale;
- criminal or related gang activities;
- threatening conduct, bullying;
- searching and/or posting obscene, lewd, vulgar, rude, inflammatory, threatening or disrespectful language, or pictures;
- posting false or defamatory information about a person or organization;
- posting a donation request which inaccurately represents that the District, or any of its schools, clubs, or activities, are a beneficiary of the request;
- posting or sending harassing messages [via social media](#); ~~or chain letters~~;
- engaging in "spamming" (sending unnecessary messages to a large number of people);
- unauthorized use of a cell phone or other form of technology;
- installation of unauthorized hardware, software or code on any AIS or on any personal device at school.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Theft		
<p>11A. Theft of School Property</p> <p>Taking District money or property with the intent to deprive the District of the money or property.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>11B. Theft of Non-School Property</p> <p>Taking money or property belonging to someone other than the District with the intent to deprive the victim of the money or property.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>11C. Extortion</p> <p>Obtaining or trying to obtain someone else's property by threatening to do any of the following:</p> <ul style="list-style-type: none"> • Causing physical injury to someone; • Causing damage to property; • Accusing someone of a crime; or • Exposing a secret which may subject someone to contempt, hatred, or embarrassment. 	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>
<p>11D. Robbery</p> <p>Using force to take money or property belonging to someone else with the intent to deprive the victim of the money or property.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Theft		
11E. Breaking and Entering Entering or remaining unlawfully in or on property that does not belong to you with the intent to commit theft.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
11F. Burglary with a Dangerous Instrument or Weapon Entering or remaining unlawfully in or on property that does not belong to you with the intent to commit theft while in possession of a dangerous instrument or weapon.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Trespassing and Loitering		
12A. Trespassing Entering or remaining on a school campus or other District facility (other than where you are enrolled) without authorization, invitation or lawful purpose.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
12B. Loitering Being on school property without a legitimate reason for being there; Refusing or failing to identify yourself while on school property.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion

TRESPASSING includes students under suspension/expulsion; and those students who enter, or remain at, a school campus or facility after being directed to leave.

A **LOITERING** student includes one visiting any School District campus (other than where the student is enrolled) while school is in session without first receiving permission from the principal of the campus being visited.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Vandalism and Damage		
13A. Vandalism Destroying or defacing school or personal property e.g. District-provided Chromebook.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
13B. Graffiti or Tagging Making drawings or writing words or symbols on the property of another by scratching, painting or other means.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Weapons and Dangerous Items		
14A. Weapon (Other Than Firearm) Possession, transfer, concealment, sale or use of any item that may be used for attack or defense that is capable of causing death or serious injury; Use of a dangerous item to threaten, intimidate, attack or harm another. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
14B. Firearm Possession, transfer, concealment, sale or use of any weapon that is designed to expel a projectile by the action of an explosive or which may readily be converted to expel a projectile by the action of an explosive. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
14C. Dangerous Item Possession, transfer, concealment, sale or use of anything that is readily capable of causing death or serious physical injury.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion

A **WEAPON (NON-FIREARM)** includes, but is not limited to:

- Knives with locking blades and/or blades 2.5 inches or longer;
- Brass knuckles;
- Explosive or destructive device intended for use as weapon;
- Any dangerous or hazardous object or substance intended for use as weapon;
- Nunchakus; and
- Poisonous gas.

A **FIREARM** includes, but is not limited to: handgun, pistol, revolver, rifle, shotgun, starter pistol.

A **DANGEROUS ITEM** includes, but is not limited to:

- B.B. or pellet guns,
- simulated firearms,
- knives with blade length of less than 2.5 inches,
- laser pointers,
- letter openers,
- mace/pepper spray,
- paintball guns,
- razor blades,
- box cutters,
- simulated knives,
- tasers or stun guns,
- tear gas, or
- unauthorized use of a drone/UAS/unmanned aerial systems.

Special Disciplinary Rules

Weapons and Drugs

In the case of *weapon* or *drug distribution* violations, long-term suspensions, and expulsion hearings are (MANDATORY), with limited exceptions.

Possession of weapons is a particularly serious matter. Federal and state law require the school District to expel any student – for no less than one school year - who brings a firearm to school or to a school activity. The law provides for very limited exceptions to this strict rule, which can only be determined by the Governing Board of the District on a case-by-case basis.

Special Rule for Athletic and Activity Participants

Students participating in interscholastic activities for their schools do so as representatives for their school community and as role models for other students. When those students engage in drug or alcohol related behavior, it can negatively reflect upon their school community and can jeopardize their safety or that of other participants. Such involvement by these student leaders also sets a poor example for their peers.

As a consequence, the Amphitheater District maintains a “24/7” policy on the use of drugs or alcohol by interscholastic activity participants. Any participant who uses, possesses or transfers tobacco, alcohol or drugs at any time during a season will be immediately removed from the activity for the balance of that season. This rule applies 24 hours a day, seven days a week, regardless of a student’s location.

Other (non-drug or alcohol related) behaviors by student representatives can also reflect upon their team, school and community. Students participating in interscholastic activities should be mindful at all times of the important role they play in their school community and how their behavior can negatively impact their fellow teammates, their fellow students, and the school in general. Whether at a team event, a school activity, a community function, or on the internet, student representatives must always observe appropriate decorum, behavior, and etiquette when acting in anyway that is connected to the school or team.

Threatening an Educational Institution

Arizona law prohibits any person, including students, from threatening the safety and security of a public school or school district.

In accordance with [A.R.S. § 15-841\(H\)](#), a student who threatens a school must be expelled for a period of no less than one full year. The School District Governing Board may only rarely modify this strict expulsion requirement on a case-by-case basis.

A student subject to this expulsion requirement may also be assigned to an alternative educational program if the student participates in mediation, community service, restitution, or other programs in which the student takes responsibility for the results of the threat. The District may require the student’s parent(s) to participate in such programs with the student as a condition to the student’s reassignment to an alternative educational program.

Behaviors that Must be Reported to Law Enforcement

Regardless of disciplinary action taken (or not taken) by a school, certain student behaviors must be reported to appropriate law enforcement authorities under the law. In accordance with law, school officials will report the following behaviors to law enforcement authorities:

- Aggravated assault
- Arson
- Assault
- Bomb threats
- False fire alarms
- Non-accidental injuries to student.
- ~~Assault~~
- Possession of weapons
- Possession, sale, or distribution of drugs; dangerous items, or alcohol
- Sexual assault/misconduct
- Threatening an educational institution

The District will also report any person's involvement in illegally removing a student from the school or other places where the Principal has jurisdiction over the student, such as on school buses, on field trips, at athletic functions, and during school-sponsored events.

Additionally, the Principal may report to the law enforcement agencies other potentially disruptive incidents occurring within the regular operation of the school. Such incidents include, but are not limited to, the following:

- Demonstration by students which could create unsafe conditions
- Extortion
- Theft/possession of stolen property
- Trespassing
- Vandalism

The District may also report any person's disruption or interference with any school function.

The foregoing lists are not exclusive and exhaustive. Other conduct MAY be reported to law enforcement officials if deemed necessary by the Principal or other administration of the District.

District Policies of Importance Regarding Student Behavior

Policies are adopted by the Amphitheater Governing Board for the safety and welfare of the District's students, staff, and community and, in some cases, as required by law.

The following policies and regulations are particularly significant in guiding students and parents as to the conduct and behavior expected while attending school-related activities. Policies may be revised at any time. The most current policies are maintained on, and available through, the District's website.

Amphitheater Information System Electronic User Requirements

All District students are required to abide by the following:

Acceptable Uses

The Amphitheater Unified School District provides students with access to information systems and educational technology resources consisting of: stand-alone computers and peripheral equipment, computer workstations connected to local area networks, server and networked peripheral equipment, a wide area network which includes access to the Internet, voice communication system, and electronic communication systems which include audio and video capability.

The Amphitheater Information System (AIS) may only be used for educational purposes. The term "educational purposes" includes classroom activities, career or professional development, limited high-quality personal research and other work related purposes. Students may not use the system for entertainment purposes, commercial purposes, or political lobbying. Students are expected to follow the rules set forth in the District's disciplinary code and the law. In addition to these Requirements, students' use of the AIS is governed by Governing Board [Policy IJNDB](#), copies of which are available at each school office or online.

The AIS has not been established as a public access service or a public forum. Therefore, the District has the right to place reasonable restrictions on the material accessed or posted through the system. Students are expected to follow the rules set forth in the District's Policies and Administrative Regulations and the law and realize that information accessed, created, sent, received, or stored on the network is not private. It is subject to review by network system administrators and system administrators may investigate complaints regarding inappropriate or illegal material.

Unacceptable Uses

To prevent against unacceptable use of the AIS, students must comply with the following:

To ensure their personal safety and that of others, Students shall:

- not post personal contact information about themselves, or others (i.e. names, addresses, telephone numbers, school address, etc.), without prior written permission from a teacher and/or parent to do so.
- not personally meet with someone they contact online without their parent's approval.
- promptly tell their teacher or school principal if they receive any message that is inappropriate or makes them feel uncomfortable.

It is illegal for Students to do the following:

- Attempt to gain unauthorized access to the AIS or any other computer system through the AIS.
- Attempt to log in through another person's account or access their files without their written permission.
- Attempt to disrupt the AIS or destroy data by spreading viruses or by any other means.
- Use the AIS to engage in any other illegal or inappropriate acts (drug or alcohol purchase, distribution or sale, criminal gang activity, threatening conduct, etc.).
- Plagiarize, misuse, or reproduce copyrighted works.

In their use of the AIS, Students shall observe the following language standards:

- No obscene, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
- No posting of information that could cause damage or danger of disruption to the educational environment or operations of the District.
- No personal attacks, including prejudicial or discriminatory attacks on individuals or groups. No harassment.
- No sending someone messages if they have told you to stop.
- No knowingly or recklessly posting false or defamatory information about a person or organization.
- No ~~posting chain letters or~~ engaging in "spamming" (sending unnecessary messages to a large number of people).

Students must be mindful of the following security matters:

- They are responsible for their email and/or network account. They should not provide their password to another person or use another person's password.
- They should not permit another person to use their account.
- They should immediately notify their teacher if they have identified a possible security problem.
- They should not download software or load software on the network or hard drive of any computer.
- They should not attempt to harm or destroy data of another user or any other agencies or networks connected to the AIS. This includes, but is not limited to, uploading or creating computer viruses.
- They should not move, harm, destroy, or deface any District-owned hardware.

- They should not attempt to repair District-owned equipment without prior written approval.
- They should have all personally-assigned District computer equipment at school during school hours.
- They should notify their teacher if a password is lost or stolen, or if there is a reason to believe that someone has obtained unauthorized access to the system.
- They should not attempt to use any personal electronic devices (i.e. PDAs, Blackberries, cell phones, etc.) to disrupt or damage the District's network.
- Wireless networks will not be permitted without written authorization of the Executive Director of Technology.
- No personal equipment (i.e., computers, laptops, PDA's) shall be connected to District network systems without written permission of the Executive Director of Technology from the Technology Department.

Inappropriate Access to Material

- Students may not access material that is profane or obscene, that advocates illegal acts, or that advocates violence or discrimination towards others (i.e. hate literature). A special exception may be made for teachers or high school students who must access hate literature for the purpose of a school assignment. In this situation, a student must obtain written teacher consent.
- If a student mistakenly accesses inappropriate information, they must immediately tell a teacher.
- Students will not use free, web-based mail, instant messaging, and video conferencing or chat services, which are not permitted on school networks unless expressly authorized.
- Development and posting of all web pages must be in a manner specified by the District's Department of Informational Technology. Material placed on web pages must relate to school and career preparation activities and be used to inform, communicate, and educate.

Student Information and Rights

- Use of the District's AIS is not private. Parents can request to see the contents of student files at any time (applies to students under 18 years).
- Routine maintenance and monitoring of the AIS may lead to discovery of violations of District policies or the law.
- An individual search will be conducted if there is a reasonable suspicion that the student has violated this District policy or the law.
- The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted using the AIS.
- The District reserves the right to restrict or revoke use of the AIS at any time, if deemed within the District's best interest.

Governing Board Policy JICK **STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING**

The Governing Board believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Board further believes a school environment inclusive of these traits maximizes student achievement, fosters student personal growth, and helps students build a sense of community that promotes positive participation as members of society.

The District, in partnership with parents, guardians, and students, shall establish and maintain a school environment based on these beliefs. The District shall identify and implement age-appropriate programs designed to instill in students the values of positive interpersonal relationships, mutual respect, and appropriate conflict resolution.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying, harassment or intimidation as defined by this policy will not be tolerated.

Definitions

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting,
- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size, or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Prohibitions and Discipline

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such bullying results in a substantial physical, mental, or emotional negative effect on the victim while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Reporting Incidents of Bullying

A student who is experiencing bullying, or believes another student is experiencing bullying, is to report the situation to the principal or another school employee. A school employee who becomes aware of or suspects a student is being bullied shall immediately notify the school administrator. School personnel shall maintain confidentiality of the reported information.

The initial notification of an alleged incident may be provided verbally. A detailed written description of the incident and any other relevant information must be provided on form(s) made available by the school and submitted to the principal within one (1) school day of the verbal report. Should the principal be the employee who observes, is informed of, or suspects a student is experiencing bullying, the principal shall document the incident or concern in writing. Failure by an employee to report a suspected case of bullying may result in disciplinary action up to suspension without pay or dismissal pursuant to Board Policies GCQF and GDQF.

Reprisal by any student or staff member directed toward a student or employee related to the reporting of a case of bullying or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

At the time a student reports alleged bullying the principal shall provide to the student who has allegedly been bullied a written copy of student rights, protections and support services available to the student and shall notify the student's parent(s) of the report.

The principal shall investigate *all* reports of bullying. If the principal determines that bullying has occurred, discipline will be administered pursuant to Board Policies [JK](#), [JKD](#), and [JKE](#). Regardless of the outcome of the investigation, the principal will meet with the involved students to review the findings of the investigation. Subject to the restrictions of the Family Educational Rights and Privacy Act (FERPA) set out in policy [JR](#), the parent(s) or guardian(s) of the involved students shall also be informed of the findings of the investigation.

Documentation related to reported bullying and subsequent investigation shall be maintained by the District for not less than six (6) years. In the event the District reports incidents to persons other than school officials or law enforcement all individually identifiable information shall be redacted. Restrictions established by FERPA on disclosure of personally identifiable student information must be observed at all times.

The Superintendent shall establish procedures for the dissemination of information to students, parents, and guardians. The information will include, but not be limited to, Governing Board policies, incident reporting, support services (proactive and reactive) and student's rights. The dissemination of this information shall:

- occur during the first (1st) week of each school year,
- be provided to each incoming student during the school year at the time of the student's registration,
- be posted in each classroom and in common areas of the school, and
- be summarized in the student handbook and on the District website.

The Superintendent shall establish procedures for the dissemination of information to District employees including, but not limited to:

- Governing Board policy,
- preventive measures,
- incident reporting procedures,
- available support services for students (both proactive and reactive), and
- student rights.

Information will be provided to staff members at the beginning of each instructional year and on the first day of employment for new employees.

The Superintendent shall establish procedures designed to protect the health and safety of students who are physically harmed as the result of bullying. These will include, when appropriate, procedures for contacting emergency medical services, law enforcement agencies, or both.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Governing Board Policy Regulation JICK-R **STUDENT VIOLENCE / HARASSMENT /INTIMIDATION / BULLYING**

The District does not tolerate bullying in any form. Further, the District shall investigate each complaint of bullying and will take appropriate, timely, and responsive action.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Any student who feels he or she has been the victim of bullying or suspects other students of being bullied should file a complaint with the principal or the principal's designee or other school employee. The student's report may be provided verbally or in writing. A student's verbal report will be documented in writing by the employee receiving the report.

Any staff member who becomes aware of or suspects that a student is experiencing bullying shall immediately notify the principal or the principal's designee. Employees may initially give verbal notice to the principal or the principal's designee, but shall submit a written report to the principal or the principal's designee within one (1) school day of the verbal report.

Reprisal directed toward a student or employee for the reporting of a case of bullying or a suspected case of bullying will not be tolerated. Students involved directly or indirectly in reprisal will be disciplined pursuant to Board Policies JK, JKD, and JKE. Any suspected violation of the law will be reported to law enforcement authorities.

Investigation of submitted complaints shall be initiated by the principal or the principal's designee as soon as is feasible, but not later than two (2) school days after the initial report. Each investigation will be comprehensive to the extent determined appropriate by the principal or the principal's designee. In investigating the complaint, the principal or the principal's designee will maintain confidentiality to the extent reasonably possible, subject to the restrictions pertaining to disclosure of personally identifiable student information established in the Family Educational Rights and Privacy Act (FERPA).

Each investigation will be documented by the principal or the principal's designee. Documentation will be maintained by the District for at least six (6) years. In the event the District must report incidents to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

Should the principal or the principal's designee determine that bullying has occurred discipline will be administered pursuant to Board Policies JK, JKD, and JKE. Regardless of the outcome of the investigation, the

principal or the principal's designee will meet with the student who reported or was reported as being bullied to review the findings of the investigation. Additionally, the parent(s) or guardian(s) of the involved students will be informed of the findings of the investigation.

The Superintendent is responsible for determining the methods of information delivery to employees and students. The Superintendent shall provide to the school principals, supervisors and all other District employees the information necessary to comply with Governing Board policy JICK. The information related to bullying is to include but not be limited to preventive measures, incident reporting, related support services available (proactive and reactive), student rights, employee responsibilities, and the ramifications of not reporting a bullying incident or suspicion of bullying. The information shall be disseminated to District personnel at the beginning of each year and as the Superintendent otherwise determines to be appropriate.

The principal or the principal's designee is responsible to ensure information related to bullying is disseminated to students, and parents and guardians. The information shall include but not be limited to Governing Board policy, incident reporting, support services (proactive and reactive) and student's rights. The dissemination of this information will

- occur during the first (1st) week of each school year,
- be posted in each classroom and in common areas of the school,
- be summarized in the student handbook and on the District website, and
- be provided to each incoming student during the school year at the time of registration.

The principal or the principal's designee is also responsible to ensure information is disseminated to all students who report bullying, including, at the time the incident is reported, a written copy of student rights, protections and support services available to the student; a copy of the report shall also be given to the student's parent(s)/guardian(s).

The principal or the principal's designee is responsible for the maintenance of documentation related to bullying.

Governing Board Policy Exhibit JICK-EB
STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING
(To be displayed in school buildings and in student handbooks)

The Governing Board of the Amphitheater School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying in any form will not be tolerated.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting, and

- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim, while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied or suspect another student is bullied should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

Students found to be bullying others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Governing Board Policy JICF **SECRET SOCIETIES / GANG ACTIVITY**

Gangs that initiate, advocate, or promote activities that threaten the safety or well-being of persons or property on school grounds or disrupt the school environment are harmful to the educational process.

The use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other attribute indicates or implies membership or affiliation with such a group is prohibited because of the disruption to educational activities that results from such activities or dress. It is the District's position that such activities and dress also present a clear and present danger to other District students and to District staff members.

Any activity involving an initiation, hazing, intimidation, assault, or other activity related to group affiliation that is likely to cause or does cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students or others is prohibited.

Any student wearing, carrying, or displaying gang paraphernalia and/or exhibiting behavior or gestures that symbolize gang membership, or causing and/or participating in activities that intimidate or adversely affect the educational activities of another student, or the orderly operation of the schools, shall be subject to disciplinary action.

Governing Board Policy Regulation JICF-R **SECRET SOCIETIES / GANG ACTIVITY**

For the purpose of District policy, a gang is a group of three (3) or more people who:

- Interact together to the exclusion of others;
- Claim a territory or area;
- Have a name;
- Have rivals/enemies; and
- Exhibit antisocial behavior - often associated with crime or a threat to the community.

The type of dress, apparel, activities, acts, behavior or manner, or grooming displayed, reflected, or participated in by the student shall not:

- Lead school officials to believe that such behavior, apparel, activities, acts, or other attributes are gang related or would disrupt or interfere with the school environment or activity and/or educational objectives;
- Present a physical safety hazard to self, students, staff members, or other employees.
- Create an atmosphere in which the well-being of a student, staff member, or other person is hindered by undue pressure, behavior, intimidation, overt gesture, or threat of violence; or
- Imply gang membership or affiliation by written communication, marks, drawing, painting, design, or emblem upon any school or personal property or on one's person.

If the student's dress is in violation of this regulation or a District policy, the principal will ask the student to make the appropriate correction. If the student refuses, the parent/guardian may be notified and asked to make the necessary correction. The principal will take appropriate corrective and disciplinary action.

Governing Board Policy JICFA **HAZING**

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to District schools within twelve (12) calendar months. For purposes of this policy a person as specified above shall be considered a "student" until graduation, transfer, promotion or withdrawal from the District school.

"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student, and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with, or the maintenance of membership in any organization that is affiliated with an education institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing.

In accord with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program, or a legitimate military training program.

All students, teachers and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this policy.

Students and others may report hazing to any professional staff member.

Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accord with District policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing which includes possible child abuse or violations of statutes known to the staff member shall be treated in accord with statutory requirements and be reported to a law enforcement agency.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students and staff in the school offices.

Disposition of all reports/complaints shall be reported to the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

All violations of this policy shall be treated in accord with the appropriate procedures and penalties provided for in District policies related to the conduct and discipline of students, staff, and others.

Governing Board Policy Regulation JICFA-R **HAZING**

A person who reports or complains regarding hazing may report or complain directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum the report/complaint shall be put in writing containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported/complained at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the Superintendent.

Where disciplinary action is necessary, District policies shall be followed.

Governing Board Policy EEAE C **STUDENT CONDUCT ON SCHOOL BUSES**

Students are required to conduct themselves in the bus, prior to boarding the bus, and subsequent to leaving the bus in a manner consistent with established standards for classroom behavior.

When a student fails to practice proper conduct, the bus driver will inform the principal of the misconduct, which may then be brought to the attention of the parents.

Students who become serious disciplinary problems related to school transportation may have their riding privileges suspended. In such cases, the parents of the students involved become responsible for seeing that their children get to and from school safely.

Students riding on special-activity buses are under the direct supervision of the bus driver in cooperation with sponsor(s). Students who do not conduct themselves properly will be denied the privilege of riding on special-activity buses.

NOTICE

To facilitate investigation of bus infractions and protect bus occupants, buses may be equipped with hidden cameras, which will visually and audibly record events.

Governing Board Policy Regulation EEAE C-R **STUDENT CONDUCT ON SCHOOL BUSES (OR OTHER SCHOOL DISTRICT VEHICLES)**

The following regulations shall apply to all school buses or other School District vehicles operated by the District for student transportation:

- The driver is in complete charge of the vehicle and must be obeyed by all passengers. The driver's authority includes the loading and unloading of passengers.
- Each driver is provided a bus route schedule. Unscheduled stops shall not be made without authorization by the transportation manager, except in case of an emergency.
- Every student must be seated while riding in a school bus and must remain seated while the bus is in motion.
- Every student must wear a seat belt, when provided.
- A student shall not extend hands, arms, head, feet, or any object through the window of the bus or other vehicle.
- Generally, a student shall not eat or drink any kind of food or beverage while in a school bus or other school vehicle.
- A student shall not throw, shoot, or project any type of object while in a school bus or other school vehicle.
- Animals, insects, or reptiles shall not be transported in a school bus.
- Glass containers shall not be transported in a school bus.
- Elementary school students must have written permission to leave a school bus at a stop other than such students' usual stops.
- Any musical instrument carried by a student shall be under the student's control at all times or properly stored in a vacant seat.
- A student shall make every effort to:

- Keep the school bus or other vehicle clean.
- Be courteous to the driver and other students/passengers in the school bus or other vehicle.
- Practice safe habits in waiting for a school bus at a scheduled stop, and in getting on and off the bus.
- Never use loud, profane, or obscene language or obscene gestures while in a school bus or other school vehicles.
- When unloading from a school bus and crossing to the left side of a road or street, a student shall always pass in front of the bus.
- The use of tobacco, in any form, is prohibited on a school bus.
- *Riding on a school bus is a privilege, not a right.* A student who refuses to obey the directions of a bus driver promptly, or to obey these regulations, may be denied the privilege of riding to and from school on a school bus.

Consequences for Violations of Conduct Rules for School Bus or Other School District Vehicles

The driver of a school bus or other School District vehicle has the legal responsibility to maintain passenger conduct that does not jeopardize the safety or welfare of the driver and the passengers. Therefore, it may be necessary for the driver to make judgments regarding appropriate consequences for violations of bus conduct rules.

The driver's discretion will be used in establishing the severity of the offense based on the descriptions listed below. Consequences will be administered consistent with the severity of the offense. For example, if the driver believes the behavior of the student was a 4th level (very serious) violation, it is not necessary that the consequences for levels 1 - 3 be imposed before suspension of riding privileges is imposed.

At all levels of severity, the student will be provided with the opportunity to hear the specified charges and to respond to those charges.

Charge levels:

- *1st level violations* are minor in nature, do not involve repeat violations of conduct rules, and do not immediately jeopardize the safety or welfare of other passengers.
 - A verbal warning will be given to the student by the driver, indicating the specific behavior that is inappropriate and requesting that such behavior not be repeated.
- *2nd level violations* are of moderate severity. They may include repetitions of minor violations, constitute a distraction sufficient to distract the attention from driving responsibilities, and/or compromise the safety or welfare of the driver or other passengers.
 - The driver will hold a conference with the student and may change the seat assignment of the student. The driver shall keep a record of 2nd level offenses. The name of the student, the behavior, and action taken should be recorded.
- *3rd level violations* are serious in nature. They include, but are not limited to, repeated violations that have been addressed by the driver, at either the first or second levels, and disruptions that compromise the safety or welfare of the driver or other passengers.
 - The bus driver will submit a written report to the school principal or designee, who will arrange a conference, either in person or by telephone, with the driver and the person responsible for the student. The driver will recommend a consequence, which may include, but not be limited to, change of bus seat, behavioral contract, or home support and involvement.
 - The final determination of consequence will be made jointly by the principal or designee and the transportation manager.
 - A student may have no more than two (2) 3rd level referrals before a loss of riding privileges will occur.
- *4th level violations* are very serious in nature. They include chronic violations of bus conduct rules, vandalism to the bus or School District vehicle, any violation of the District's weapons, drugs, and alcohol policies, assault, extortion, or arson, and any other offense that the driver deems of sufficient severity as to jeopardize the safety or welfare of the driver or passengers.
 - The bus driver will submit a written report to the school principal or designee, who will arrange a conference, either in person or by telephone, with the driver and the person responsible for the

- student. The driver will recommend a consequence, which will include a suspension or loss of bus riding privileges.
- Generally, the first 4th level violation will carry a suspension of up to five days. Additional 4th level violations will carry a penalty of, at least, five days and may result in a loss of riding privileges for the remainder of the school year. However, a first 4th level offense may be of significant seriousness that the driver can recommend a longer or permanent suspension of riding privileges.

Suspension of Student from School Buses or Other District Vehicles

A suspension from the bus may be appealed to the principal, if the suspension has been imposed by a designee. The final decision will be made jointly by the transportation manager and the principal or designee.

When it is necessary to suspend a student from a school bus or other School District vehicle, the person responsible for the student shall be given a *minimum* of twenty-four hours' notice so that the person responsible for the student may arrange alternate transportation for the student.

The principal or designee will inform the following persons of the specific length and inclusive dates of the suspension period, prior to enforcement of the suspension:

- The student involved.
- The person responsible for the student.
- The driver for the suspended student.

The student shall be advised that all concerned parties, as noted above, will be informed of the action taken.

Immediate Removal of Student from School Bus or Other District Vehicle

Notwithstanding the progressive consequences described above, the driver of a school bus shall have the authority to remove a student from the school bus or other School District vehicle prior to a conference with the principal or designee and the person responsible for the student under the following conditions:

Middle school and high school students. If the student's behavior on the bus is such that the student is creating an immediate safety hazard, the driver may put the student off the bus. In such case, the driver must get the student's name and must instruct the student to remain outside the bus at the scene until a school official arrives. The driver must notify the transportation office immediately and must stay at the scene, until instructed differently by the transportation office. If the student refuses to stay at the scene, and leaves the area, the driver must report this immediately to the transportation office and must continue to stay at the scene until instructed differently by the transportation office.

Elementary school students. At no time and under no circumstances shall an elementary school student be put off the bus by a driver. If an uncontrollable situation should arise with a student or students in these grades, the driver must contact the transportation office immediately for instructions. If there is any behavioral situation on a bus that would immediately jeopardize the safety of the driver and/or the passengers on the bus, the driver should stop the bus and remain stopped while awaiting instructions.

Special Education Students - Suspension from School Bus or Other School District Vehicle

Students enrolled in special education programs may be suspended for up to ten consecutive days per offense. For longer periods of time, or for frequent short-term suspensions, a responsibility conference must be convened to determine whether or not the behavior is a manifestation of the student's disability. If a causal relationship is not found, the student may be suspended for more than ten consecutive days. If the behavior is determined to be a manifestation of the student's disability, the student's IEP will be reviewed and modifications will be made if deemed necessary.

Governing Board Policy JICA **STUDENT DRESS**

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance except when their choices affect the educational program of the schools or the health and safety of others. This policy is intended to provide guidance for students, staff, and parents.

The Board authorizes the Superintendent to develop and enforce school regulations pertaining to student dress that promote safety and a positive learning environment. Student dress shall not:

- Present a hazard to the health or safety of the student or to others in the school.
- Materially and substantially interfere with school work, create disorder, or disrupt the educational program.
- Cause excessive wear or damage to school property.
- Include any type of clothing, accessories and/or jewelry that is worn with the intent to convey affiliation with a criminal street gang as defined in [A.R.S. 13-105](#).

Discriminatory or obscene language or symbols, or symbols of sex, drugs, or alcohol on clothing are prohibited.

Students may wear clothing, accessories and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories and jewelry that display messages or symbols are permitted.

Governing Board Policy Regulation JICA-R **STUDENT DRESS**

Students and parents are responsible to provide appropriate student attire. District personnel have the responsibility of protecting the health and safety of pupils and maintaining an environment conducive to learning. The choices of students and their parents shall not affect the educational program of the schools or the health and safety of others. The District encourages students to take pride in their attire as it relates to the school setting. Students should dress in a manner that, in addition to the following guidelines, takes into consideration the educational environment, safety, health, and welfare of self and others.

The type of attire or grooming displayed by students shall not:

- Present a physical safety hazard to self or others in the school. Examples of attire which are prohibited include, but are not limited to:
 - Spiked clothing or accessories, and
 - Clothing or accessories that may cause physical injury if caught by another object or pulled by others.
- Create an atmosphere in which the well-being of *others* is hindered by undue pressure, intimidation, or threat of violence. Examples of attire which are prohibited include, but are not limited to:
 - Clothing or accessories promoting criminal activity or illegal gangs.
 - Profane, defamatory writing or depictions on clothing, jewelry, backpacks, or other accessories.
 - Obscene language or pictures.
- Display profanity or profane/obscene gestures or promote alcohol, drugs, or tobacco in their logo.
- Materially interfere with schoolwork, create disorder, or disrupt the educational program. Examples of prohibited attire include, but are not limited to:
 - Any clothing which exposes a student's bare midriff.
 - Muscle shirts or spaghetti strap tops.
 - Mesh sports jerseys without undershirts.
 - Exposed undergarments.
 - Clothing must cover the buttocks and extend down to cover at least three (3) inches of the legs.

Safety standards established for vocational education, physical education, and other lab classes shall be followed. Specific standards for dress and grooming may be established for extracurricular activities by those responsible for supervising such activities.

If a student's dress is in violation of this regulation, the principal or designee will ask the student to make an appropriate correction. If the student refuses, the parent/guardian may be notified and asked to make the necessary correction. The principal or designee will take corrective action in order to ensure compliance with the student dress code.

Governing Board Policy JII **STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES**

The Superintendent is directed to establish procedures whereby students with sufficient concern may present a complaint or grievance regarding a violation of their constitutional rights, equal access to programs, discrimination, or personal safety provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

A complaint/grievance may be raised regarding one (1) or more of the following

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of gender, sexual orientation, race, color, creed, religion/religious beliefs, citizenship status, age, disability, marital status, political beliefs/affiliation, national origin, home language, family, social or cultural background.
- Concern for the student's personal safety.

Refer to [Board Policy JICK](#) for procedures applying to a complaint or grievance that alleges incidences of student violence, harassment, intimidation, or bullying.

The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint or grievance. The initial complaint or grievance should be made using form JII-EA; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff member shall immediately inform an administrator of the complaint or grievance.

When the initial complaint or grievance is submitted in a manner other than on the prescribed form, the administrator shall obtain from the student the particulars determined by the Superintendent to be necessary for the complaint/ or grievance to be investigated. Any question concerning whether a complaint or grievance falls within this policy shall be determined by the Superintendent.

A student or the student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident.

Retaliatory or intimidating acts against any student who has made a complaint under this policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students, staff and parents or guardians in the school offices.

Disposition of all complaints/grievances shall be reported to the Superintendent and the compliance officer for discrimination if other than the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

The Superintendent shall develop procedures for the maintenance and confidentiality of documentation related to the receipt of a student's complaint or grievance, findings of the investigation, and disposition of the matter. The

documentation shall not be used to impose disciplinary action unless the appropriate school official has investigated and determined there was an actual occurrence of the alleged incident.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy Regulation JII-R **STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES**

A student who complains or grieves regarding constitutional rights, equal access to programs, discrimination or personal safety issues may complain directly to a school administrator or to a school staff member within thirty (30) days of an alleged occurrence. The initial complaint or grievance should be made using form JII-EA, however, a verbal complaint or grievance may be made. When a school staff member receives the information, the staff member will immediately inform a school administrator. If the complaint or grievance involves a school administrator the staff member shall forward the complaint or grievance to the next administrative level.

Complaints and grievances related to student violence, harassment, intimidation, or bullying are to be filed in accordance with Governing Board Policy JICK.

At a minimum the complaint or grievance shall contain the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. The written complaint or grievance should contain a requested solution and the submission should be signed and attested to by the complainant. However, an unsigned form will be processed in the same manner as a signed form.

The complaint/grievance will be investigated by a school administrator or a supervising administrator, or another person approved by the Superintendent. The student shall be contacted not later than the school day following the date the school administrator or the administrator's immediate supervisor receives the information. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the student who submitted the complaint or grievance at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the principal and/or the Superintendent.
- A confidential record of each concern, complaint, and grievance made pursuant to Policy JII shall be maintained at the District office. The record shall include a copy of the concern, complaint, or grievance filed by a student, findings of the investigation, and the disposition of the matter.
- Unless a determination has been made by the appropriate investigating school official that the reported incident actually occurred, the record shall not be used for the imposition of discipline.

Where disciplinary action is necessary, District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy Exhibit JII-EB
STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES
(To be displayed in school buildings and in student handbooks)

Students may present a complaint or grievance regarding one (1) or more of the following:

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of race, color, religion, sex, age, national origin, or disability.
- Concern for the student's personal safety.

Complaints and grievances related to allegations of student violence, harassment, intimidation or bullying are to be filed in accordance with Board Policy JICK.

Provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

The guidelines to be followed are:

- The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint/grievance.
- The complaint/grievance shall be made only to a school administrator or professional staff member.
- The person receiving the complaint will gather information for the complaint form.
- All allegations shall be reported on forms with the necessary particulars as determined by the Superintendent. Forms are available in the school office.
- The person receiving the complaint shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

Any question concerning whether the complaint/grievance falls within this policy shall be determined by the Superintendent.

A student or the student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident. False or unproven complaint documentation shall not be maintained.

Retaliatory or intimidating acts against any student who has made a complaint under the District policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy AC **NONDISCRIMINATION/EQUAL OPPORTUNITY**

The Board is committed to a policy of nondiscrimination in relation to race, color, religion/religious beliefs, gender, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background. The Board's position on nondiscrimination is set forth in Policy AC, which applies to students, staff, the public, educational programs and services, and individuals with whom the Board does business. District Regulation AC-R establishes procedures for prompt and equitable resolution of student and employee complaints alleging discrimination, including discrimination based on sex or disability. There is a complaint form available for discrimination complaints at Exhibit AC-E. All of these documents are available on the District website.

Governing Board Policy ACAA **TITLE IX SEXUAL HARASSMENT**

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has notice of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance

procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District shall, to the extent reasonably feasible, keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title IX sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, [A.R.S. §13-3620](#). Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Governing Board Policy Regulation ACAA-R **TITLE IX SEXUAL HARASSMENT**

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator". "If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Title: Equity and Safety Compliance Officer and Title IX Coordinator
Address: 701 W. Wetmore Road
Tucson, AZ 85705
E-mail: TitleIXCoordinator@amphi.com
Telephone: (520) 696-5164

Response to Sexual Harassment

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

- "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.
- An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.
- A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

The District's initial response to any report of sexual harassment must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

Even if no formal complaint has been filed, the Title IX Coordinator or their designee shall promptly:

- Contact the complainant to discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;

- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

- Provide written notice to all parties upon receipt of complaint, which must include:
 - Notice of the District's formal grievance process, including any informal resolution process;
 - Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
 - A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 - Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.
- Treat complainants and respondents equitably;
- Require an objective evaluation of all relevant evidence;
- Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

- Include reasonably prompt timeframes for the conclusion of the grievance process;
- Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;
- State that the District uses a preponderance of evidence standard to determine responsibility;
- Include the procedures and permissible reasons for appeal by a respondent or a complainant;
- Describe the range of supportive measures available to complainants and respondents; and
- Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

- Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict the ability of either party to discuss the allegations or to gather and present evidence;
- Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and
- Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-makers(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the District's code of conduct to the facts;
- A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and
- The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

- Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- Issue a written decision describing the result of the appeal and the rationale for the result; and
- Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- Provides to the parties a written notice disclosing:
 - The allegations;
 - The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to

- withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;
- Obtains the parties' voluntary, written consent to the informal resolution process; and
- Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

- Each sexual harassment investigation including:
 - Any determination regarding responsibility;
 - Any disciplinary sanctions imposed on the respondent; and
 - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

REVERSE THIS BOOKLET
FOR IMPORTANT
PARENT AND STUDENT INFORMATION

Parent and Student Advisory:

This Code of Conduct complies with State of Arizona Department of Education requirements to use specific language to define certain prohibited acts and behaviors. This language may not be suitable for all children. Parental guidance and discretion is suggested.

Amphitheater Unified School District is an Equal Opportunity employer and educational institution. The District does not discriminate on the basis of race, color, religion/religious beliefs, gender, sex, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background in its programs or activities and provides equal access to the Scouts USA, other designated youth groups or in its hiring or employment practices.

Amphitheater School District Career and Technical Education department does not discriminate in enrollment or access to any of the programs available, such as business, arts & design, computers & media, health science, hospitality education & human services, industrial technologies, public service, and science & engineering. The lack of English language skills shall not be a barrier to admission or participation in the District's activities and programs.

Inquiries concerning Title VI, Title VII, Title IX of the Civil Rights Act of 1964, may be referred to the District's Equity and Safety Compliance Officer and Title IX Coordinator, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5164, TitleIXCoordinator@amphi.com.

Inquiries concerning Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act (IDEA) and the Americans With Disabilities Act (ADA) may be referred to the Executive Director of Student Services, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5230, studentservices@amphi.com or to the Arizona Department of Education, Exceptional Student Services, 1535 West Jefferson Street, Phoenix, Arizona 85007, or the Regional Manager of the Office of Civil Rights, U.S. Department of Health and Human Services, 90 7th Street, Suite 4-100, San Francisco, CA 94103.

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Our Vision

Amphitheater schools and facilities are places where students thrive academically; places parents want their children to go; places where highly skilled people work; and places community members respect because of the high student achievement, caring environment, and focus on individual needs.

Our 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 Value

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

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, school, staff and community.
- The school community deserves a safe and caring environment.
- Our actions reflect our values and dedication to meet student needs fairly and equitably and
- Ample resources are essential to accomplish the Mission.



Amphitheater Governing Board



Scott K. Baker, Ph.D.
President



Susan Zibrat
Vice President



Deanna M. Day, M.Ed.
Member



Vicki Cox Golder
Member



Matthew A. Kopec
Member

District Administration

Todd A. Jaeger, J.D., Superintendent

Tassi Call, M.Ed., Associate Superintendent for Elementary Education

Matthew P. Munger, M.Ed., Associate Superintendent for Secondary Education

Scott Little, MBA, Chief Financial Officer



Learn more about Amphitheater ¹⁷⁹Public Schools at: www.amphi.com

A LETTER FROM THE SUPERINTENDENT



August 2024

Dear Students, Parents, and Guardians:

Welcome to the 2024-2025 school year.

The District's Governing Board of Education and I are committed to providing a safe and orderly school environment where students receive, and district staff provide, a quality education without disruption or interference. This requires a culture and environment which values and encourages responsible behavior by students, staff, parents, and visitors. As required by Arizona law, the District has developed a clear set of expectations for conduct on school property and at school functions. The specific expectations for acceptable student conduct, contained in this Code of Conduct ("the Code"), are based on common principles of civility, citizenship, caring, and character.

To ensure clarity regarding acceptable student conduct, the Governing Board and I recognize the need to define student conduct which is unacceptable, and which may result in possible disciplinary consequences. Students and parents, as well, must be knowledgeable of both what is acceptable and unacceptable behavior. To this end, the Governing Board has adopted this Code of Conduct.

Parents and students must therefore read and familiarize themselves with this Code. We encourage you to do so together, discussing the content and your own family expectations for proper behavior. The ability of any school district, or any school, to provide a safe and supportive learning environment, after all, is dependent upon all of us -- just as the safety of any part of our community is dependent upon each of us doing our part to support the common good.

On behalf of the Governing Board and our entire district staff, I want to thank you for your attention to this Code and its importance. And, I wish each one of our nearly 13,000 students and their families a safe and successful school year!

Yours sincerely,

A handwritten signature in black ink that reads "Todd A. Jaeger". The signature is fluid and cursive, written in a professional style.

Todd A. Jaeger, J.D.
Superintendent



Introduction to the Student Code of Conduct

A clear and specific Student Code of Conduct is an essential element in developing and maintaining a successful academic environment. As the expectations for student achievement increase, a Student Code of Conduct becomes increasingly important as a central element in the creation of the safe and caring environment necessary for student success. To be effective, a Code must explain expectations for behavior so that all members of the school community can fully understand them; it must also provide fair and consistent guidelines for consequences to be applied when behavioral incidents do occur to help ensure schools are safe places for students, staff, and the public.

This Code has been drafted to be as conversational as possible, but it is important to recognize that any code of conduct must comply with certain legal mandates for public schools and must be very clear about expectations, to include precise definitions where required. Therefore, this Code provides both “plain language” definitions for behavioral incidents as well as more technical definitions established by the State of Arizona Department of Education.

This Code of Conduct includes the following elements:

- Prohibited behaviors are organized into categories to help students understand the related nature of certain behaviors and their relative impacts upon the learning environment.
- Behavioral rules and potential consequences for violations of the rules are combined together in tables to improve understanding and for ease of reference.
- Because technology has become increasingly important for students both within the school setting and in society at large, this Code incorporates rules on the use and consequences for misuse of technology, including computers and the Internet.

The District Values: Basic Expectations for Positive Student Conduct

The following pages outline eleven positive conduct standards for our student community. Examples are given for each standard; however, they are not intended to be a complete or exhaustive list of examples.

1. DIVERSITY

- Be your own person and be proud of who you are.
- Recognize that you are different from others and that others will be different from you.
- Respect the differences in others.
- Try to understand the feelings of others.
- Enjoy the differences in people and learn from them.

2. CREATIVITY

- Think.
- Imagine.
- Try new ways to do things.
- Have your own ideas. Give credit to others for theirs.
- Enjoy new ideas from others.
- Explore ideas in a thoughtful and positive manner.
- Be flexible and adaptable to meet changing demands.

3. CURIOSITY

- Use technology appropriately and for school purposes.
- When you do not understand words, directions, information, or questions, always ask someone to explain their meaning. Ask the teacher, ask friends, or ask your parents.
- When you ask a question in class, other students probably are asking the same question in their heads. When you ask a question, you may be helping other students who are too shy to ask that question.
- Enjoy wondering about everything. Then, ask someone to help you find out more about what you are wondering about. Good helpers are your teacher, the librarian, your parents, and the Internet.
- Be an explorer. Think of new ideas. Think of new ways to understand yourself, others, and the world around you.

4. DILIGENCE

- Attend school daily and be on time.
- When you have a job to do, do it until it is done.
- When you make a promise, keep it.
- When you are supposed to be somewhere at a certain time, be on time.
- Complete tasks on time.
- Make up all missed work, as permitted by your teacher.
- Keep commitments.
- Keep track of your schoolwork. Be responsible for doing classwork and homework. Always do your best.

5. ACHIEVEMENT

- Always try to do your very best at whatever you do.
- Set challenging goals for yourself and go after them.
- Create plans and strategies you will need to achieve your goals.
- If you believe in a goal, stick to it.
- Seek help and assistance when you need it.
- Learn from mistakes. Try not to repeat them.
- Be proud when you improve.
- Be proud of what you can do at school, at home, and with your friends.

6. HONESTY:

- Tell the truth.
- Respect and praise others who tell the truth.
- Do your own work.

- Take pride in admitting when you have made a mistake. Wise people learn from their mistakes.
- Give credit to others for their work and thoughts.

7. CARING AND RESPONSIBILITY:

- Report bullying to a teacher or someone in the office.
- Keep your school safe; tell a teacher or someone in the office when you learn of something that threatens your safety or your school's safety, such as drugs, weapons, or scary behavior.

8. KINDNESS

- Use kind, friendly words toward others.
- Do you like having friends? So do others. Be a friend to someone.
- Do you sometimes need help? So do others. Help someone.
- Do you appreciate someone sharing something with you? So do others. Share with others.
- Encourage others. See the good in them and praise them for it.

9. FAIRNESS

- First, ask yourself, "Is this fair?" Then, ask yourself, "Am I being fair?"
- Expect fairness from others and be fair to them.
- Fairness usually feels right; unfairness never does.

10. RESPECTFULNESS:

- Ask yourself, "How do I want to be treated?" Then, treat others the way you want to be treated.
- Show respect for yourself and others through your actions and what you say.
- Respectful words and actions help when you are part of a group or team.
- You show respect for yourself and others by never using bad language and hand signals at school.
- You show respect when you get over conflicts without getting physical. Ask a grownup for help if you need it.
- You show respect when you take turns and allow others to do their work.
- You show respect when you follow the rules at sports and when you help others, rather than putting them down when they make a mistake.
- You show respect when you follow school dress rules.

11. SERVICE TO THE COMMUNITY:

- Your community is the people around you at school and at home.
- Follow the rules of your community.
- Keep your school clean. Clean up after yourself.
- Recycle whenever possible.
- Be a leader when it helps the group.
- Be a follower when it helps the group.
- Share ideas that will help the group.
- Be a person who can be counted on by others.
- Participate in community projects.
- Help without being asked.

Shared Responsibilities for Student Behavior

In order for our community's children to maximize the benefits of a public education, everyone must share in the collective responsibility of promoting behavior that provides an environment in which all children can feel safe and learn. Certainly, all members of our community have a role to play as positive models for respectful behavior. The following paragraphs discuss basic responsibilities for students, parents, staff, and the community for ensuring a successful education for every child.

Students' Responsibilities

Students, you must take an active role in monitoring your own behavior and modeling appropriate behavior for your fellow students. In order to accomplish this, you must:

1. Become familiar with the conduct standards;
2. Strive to follow the conduct standards;
3. Accept and use feedback and/or discipline as resources to improve yourself; and
4. Set goals for improvement.

Parents' and Guardians' Responsibilities

No role model is more powerful than a parent or guardian. Parents are "first and forever teachers" who set much of the direction for their child. Thus, parents and guardians must:

1. Become familiar with the conduct standards and discuss them with their children;
2. Support and reinforce behavior expectations and disciplinary policies of the school by assuming the primary responsibility for the discipline of their children;
3. Cooperate with and support teachers and staff;
4. Maintain regular communication with teachers regarding their children's schoolwork and behavior;
5. Ensure that children attend school every day, unless ill, and that they arrive on time;
6. Teach their children to seek positive resolution to problems and to handle confrontation non-violently; and
7. Provide their children with a nurturing and healthy environment.

School Staff Responsibilities

Each member of the school staff has the primary responsibility of providing for the educational needs of all students and for the safety of the school environment. The school staff members are responsible for:

1. Maintaining a positive atmosphere conducive to learning and good behavior;
2. Teaching and modeling the conduct standards;
3. Building close and productive relationships with students and their families by demonstrating respect, caring and effective communication;

4. Utilizing informal strategies to intervene with behavior when appropriate; and
5. Administering discipline in a fair and impartial manner to teach by example the principles of justice and citizenship by example.

Community and Family Service Organizations' Responsibilities

Public, private, religious, secular organizations, and businesses can support the prevention, intervention, and remediation of issues associated with student discipline when they:

1. Serve as mentors to help students develop positive social skills that foster safe school environments.
2. Assist in violence prevention, substance abuse education, and character development.
3. Serve as a resource for families of students unable to meet the behavioral expectations of the school and community;
4. Assist students and parents when students re-enter school following disciplinary exclusions; and
5. Become partners with schools to coordinate services which support the school system's disciplinary policies.

Understanding the Code of Conduct - Q & A

Why does the District have a Student Code of Conduct?

Preserving the safety and protecting the health and general welfare of students, District employees, visitors, and volunteers on school property and at school activities are the legal and moral responsibilities of the Governing Board and its Administration.

The Amphitheater Governing Board and Administration recognize that students should have and need a certain degree of freedom to express their individuality in school, but any such expression should never intrude upon or endanger the freedoms of others. The Governing Board has therefore established policies and directed the Superintendent to establish regulations for student conduct which will strike an appropriate balance between individual freedoms and safe schools.

While the District and its parents, students, and public have expectations for what student behavior should be like, and while we hope every student will strive to meet those expectations, we know that some students will violate those expectations and need some action to help ensure that the violation does not re-occur. The severity of these violations will vary, but many violations will warrant correction – some action to help ensure the violation does not recur. As a consequence, state law mandates that each school district governing board establish rules for student behavior and include the range of consequences the District thinks will encourage more appropriate behavior in the future.

Do schools have their own rules for student conduct as well?

The principal and faculty of each school may have established school-specific rules and/or procedures for student behavior and conduct. School-based rules are in addition to those contained in this Code of Conduct, provided they are consistent with this Code of Conduct, the policies of the Governing Board, and applicable law.

Students must comply with both this District-wide Student Code of Conduct and with all rules established by the principal and faculty of the school they attend. A student's failure or refusal to comply with the rules of his or her school will subject the student to disciplinary action.

The principal of each school is required to ensure that copies of District and school rules pertaining to discipline, suspension, and expulsion of students are distributed to parents and students.

How does one interpret the Code of Conduct?

Generally, words will be given their ordinary meaning, unless those terms are otherwise specifically defined. In the event of any conflict in interpretation, the determination of the

Associate to the Superintendent shall be final. The interests of safety, and student and staff welfare, shall be paramount considerations in the interpretation of disciplinary rules.

What happens under the Code if a student only attempts to commit a prohibited act, or helps someone else to attempt or actually commit a prohibited act?

When a student attempts to commit a prohibited act or participates in any way to help someone else to attempt a prohibited act, actually commits a prohibited act, or conceals the commission of a prohibited act, that student is subject to disciplinary action as if the student had committed the act. This ensures that students develop a sense of personal responsibility for behaviors they encourage or solicit in others. To be subject to discipline in any circumstance, however, the student must have, at a minimum, actively engaged in some behavior which facilitated, promoted, or protected the underlying behavior.

What does the Code mean by “possession?”

A student will be considered to “possess” or “be in possession of” a substance or object if the student:

- (1) knows of the nature, existence, and location of the substance or object, or
- (2) takes control of the substance or object, regardless of the length of time of that control or their intention.

Students who “hold something for a friend” are responsible for possession.

What is the difference between criminal law and school district rules?

Court proceedings relating to an incident at school are separate from the school’s disciplinary procedures. Courts take actions for violations of laws – usually criminal laws. Schools take disciplinary action for violations of school and District rules. Behavior which violates school rules may not violate criminal law. So, discipline may be imposed even if a court decides not to impose criminal penalties. The school administration may, however, be *required* to report certain kinds of student conduct to appropriate law enforcement officials if that conduct also constitutes a crime.

Student conduct matters are governed by District rules and policies, rather than criminal law or court procedures. Juvenile or criminal court matters are not controlled by school district rules or procedures. Schools may use different definitions of violations than used in criminal law. When making decisions, schools do apply a different burden of proof than the courts. To convict, the courts require evidence “beyond a reasonable doubt.” School decisions are based on the “preponderance of evidence.” A preponderance of evidence exists where there is a greater weight of evidence than the evidence offered in opposition to it (e.g. 50.1% vs. 49.9%).

Where and when does the Code of Conduct apply?

This Code applies to students:

- During regular school hours;
- Whenever the student is being transported on a school bus or by other transportation arranged by the school District;
- When the student is traveling to and from school by any other means, including walking or personal travel;
- During school events, including off-campus events and activities such as field trips, dances, and athletic competitions;
- At other times where a school employee has jurisdiction or authority over students, including summer activities;
- During other activities associated with or supported by the school in any way; and
- On school or District grounds at any time, regardless of whether school is in session.

Additionally, the principal may take disciplinary action when a student's misconduct away from school has a detrimental effect on other students at school or on the orderly educational process of the District. Also, the principal may take disciplinary action if the violation is directly connected to prior violations at school or threatens to produce further violations or a risk of harm or injury at school.

What specific behaviors does this Code of Conduct prohibit?

The tables which follow in the next section of this Code of Conduct list rules for student conduct (prohibited behaviors). Prohibited behaviors are classified by the following categories in the tables:

- Aggression and Hostility
- Alcohol, Tobacco, Medications, and Other Drugs
- Arson and Combustibles
- Attendance Violations
- Harassment, Threats, Bullying, and Intimidation
- Academic Dishonesty (Lying, Cheating, Forgery, or Plagiarism)
- Disruptions to the Academic Process
- Threatening the School Environment
- Sexual Behaviors
- Technology Abuses
- Theft
- Trespassing
- Vandalism and Damage
- Weapons and Dangerous Items

What specific consequences can be imposed for violations of this Code of Conduct?

The tables which follow in the next section of this Code of Conduct list consequences for violations of the Code - the types of discipline which school District personnel are permitted or – in some situations – are required to impose.

The school principal or designee may determine the consequences from those listed. Multiple consequences may be selected by the principal. Principals can consider the age and developmental level of the student in setting disciplinary consequences.

Where a long-term suspension consequence is stated as “(Mandatory),” a principal must present the matter to a long-term suspension hearing officer appointed by the Governing Board for a formal hearing unless the principal requests and obtains a written waiver approved by the Superintendent or his designee. If granted, a mandatory expulsion consequence for the same violation may be waived at the same time.

If not waived as noted above, a “(Mandatory)” expulsion consequence likewise requires that the matter be presented to a hearing officer appointed by the Governing Board to hear the matter and make a recommendation to the Governing Board about expulsion. This expulsion consequence may be waived by the Superintendent (or his designee) upon the student providing proof that he/she has met any terms and conditions set forth by the Long-term Suspension Hearing Officer.

The disciplinary consequences include the following school level and District level actions:

School Level Disciplinary Actions:

Where appropriate or required, school personnel may implement the following disciplinary actions:

- **Activity Restriction** – Restricting a student from participating in or attending school activities such as dances, performances, athletic contests, team practices, club meetings, events, parties, etc.
- **Bus Probation** – Establishing conditions with which the student must comply in order to continue riding the school bus.
- **Bus Suspension** – Denying the student the privilege of riding a school bus for violations of the Student Code of Conduct, even if the student is not denied the right to attend school.
- **Conference** – Meeting or contacting two or more of the following: the student, parent, counselor, principal, and other District staff members.
- **Detention** – Requiring that a student report to a specified location at certain times during school and before or after school, including "Saturday school."

- **In-Class/School Discipline** – Imposing consequences, which do not require suspension from school, such as loss of privileges, additional work assignments, temporary removal from class, and/or other classroom or school-based consequences.
- **In-School Suspension** – Assigning a student to attend a location in the school that is in an area removed from the regular education setting.
- **Probationary Contract** – Executing a written document setting out academic and/or behavioral stipulations for the student. Violation of the contract will result in additional, usually more severe, disciplinary action.
- **Reprimand** – Reprimanding the student, verbally or in writing, by a principal or other staff member.
- **Removal From Class** – Excluding the student from a classroom. The teacher is responsible for maintaining an appropriate learning environment in the classroom. Arizona law, therefore, permits a teacher to temporarily exclude a student from the teacher’s class for serious disruption of the educational process within the teacher’s classroom or for exhibiting persistent disobedient behavior. The teacher may also refuse to readmit the student to the classroom under certain circumstances. In the event of such a removal from class, the student will report to a location at school determined by the school principal. School-based procedures which determine whether the student may return to the class are then implemented.
- **Requests for District-Level Disciplinary Actions** (listed below).
- **Revocation of Automobile Privileges** – Revoking automobile privileges.
- **Revocation of Off-Campus Privileges** – Revoking off-campus privileges.
- **Short-Term Suspension** – Suspending a student from school for up to nine (9) school days. During the term of a short-term suspension, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during a short-term suspension, the student must make prior arrangements with the principal to do so. A short-term suspension imposed by the principal’s designee may be appealed to the principal. A short-term suspension, which was imposed or approved by the actual school principal, is not subject to appeal.
- **Student Schedule or Curriculum Adjustment** – Changing the student’s class schedule, teacher, courses, instruction, or access to components of curriculum.
- **Time Out** – Removing a student from instruction in the classroom or from other school activities for a period not to exceed three hours. During time out, the student is reassigned to a supervised area such as the principal’s office, alternative or in-school suspension programs, or responsibility rooms.

- **Work Assignments/Community Service** – Providing the student, at the District's discretion, an opportunity to perform supervised activities related to the assistance of District personnel, or to the upkeep and maintenance of school facilities or other public properties, instead of serving or while serving a suspension or expulsion. The student and parent(s) may also request this alternative; however, the final decision rests with the principal. Supervision by parents may be required for this alternative.

Note: Students who are absent during an assigned disciplinary action, will be required to complete the assigned discipline upon return. Students who refuse to complete an assigned discipline will face additional disciplinary consequences.

District-Level Disciplinary Actions:

Where appropriate or required, District-level personnel may implement the following disciplinary actions:

- **Any of the School Level Disciplinary Actions (listed above)**
- **Long-Term Suspension** – Suspending a student from school for a term not to exceed the total number of school days in one school year (presently 178 school days). A long-term suspension may carry over from one school year into the next. The suspension hearing officer may provide an opportunity for the student to return early from suspension by meeting certain terms and conditions. During the term of a long-term suspension, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during a long-term suspension, the student must make prior arrangements with the principal to do so. A long-term suspension may only be imposed following a hearing held by a District-level hearing officer. A student or parent has a right to appeal the decision of the District hearing officer to the Governing Board in accordance with District policy and regulation. Suspensions remain in effect pending the Board's review of any appeal.
- **Expulsion** – Expelling a student from school until specifically permitted to return to school by the Governing Board, usually based upon the student's and the parent's compliance with certain terms and conditions. Expulsion can be permanent as well. During the term of an expulsion, the student must remain away from all District schools and activities. If it is necessary for a student to come to a school during an expulsion, the student must make prior arrangements with the principal *and the hearing officer* to do so.

Following a long-term suspension hearing, the hearing officer may provide an opportunity for the student to avoid an expulsion hearing by meeting certain terms and conditions. If this action is not appropriate based on the circumstances surrounding the student's Code violation(s), or the terms and conditions are not met, whether or not the student should be expelled, and if so, under what conditions (if any) the student might be able to re-apply for admission to the District. **Only the Governing Board can make the final determination of whether a student should be expelled and under what conditions the student might be able to re-apply for admission to the District.** Before making its decision, the Board will consider the reports of both hearing officers and the statements of the student,

his/her family, and their lawyer if any are present and choose to speak in accordance with District policy and regulation.

Are educational services provided to suspended and expelled students?

In some circumstances, the District will offer ongoing educational services to students who are suspended or expelled. Whether the District does so depends upon the length of the exclusion from school, the student's status as a disabled student, and the nature of the student's offense.

Where students are eligible for and are offered continuing services by the District, the student's active participation in the alternative education services offered may be considered as a factor in reducing the level of discipline normally appropriate for the offense involved. For example, if a student is suspended for possession of illegal drugs and is being considered for expulsion as well, the fact that the student has enrolled in and is actively pursuing his/her education in the alternative program offered by the District may result in waiver of the requirement under this Code for expulsion or may even serve to reduce the term of the long-term suspension.

Are there special considerations for athletes and extracurricular participants?

Students participating in interscholastic activities for their schools do so as representatives of their school community and as role models for other students. Their involvement with tobacco, drugs, and alcohol at any time can therefore negatively reflect upon their community and convey a poor example to their peers. In addition, the use of tobacco, drugs or alcohol by athletic or activity participants can lead to an increased risk of harm or severe injury to themselves or others during those activities.

The Amphitheater District therefore maintains a zero tolerance "24/7" policy on the use of tobacco, drugs, or alcohol by interscholastic participants. Any interscholastic participant who uses, possesses, or transfers tobacco, alcohol or drugs at any time during their active season of competition will be immediately removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

Similarly, other behaviors by student representatives can reflect upon their team, school, and community. Students participating in interscholastic activities should be mindful at all times of the important role they play in their school community and how their behavior can negatively impact their fellow teammates, their fellow students, and the school in general. Whether at a team event, a school activity, a community function, or on the internet, student representatives must always observe appropriate decorum, behavior, and etiquette when acting in any way that is connected to the school or team.

How does this Code of Conduct apply to students of different ages and developmental factors?

The rules and procedures outlined in this Student Code of Conduct apply to all District students. The age, maturity, and developmental factors of students may be considered in determining the type of disciplinary action to be taken in the event of violations. Generally speaking, the older and more mature a student is and/or the more serious the infraction, the more personal responsibility the student will carry for his or her actions.

District personnel who administer student discipline will follow appropriate disciplinary procedures for disabled students when dealing with students in special education programs, with those receiving Section 504 accommodations, and with those who are pending evaluation.

Conduct Rules and Consequences

School-Level Actions

Code of Conduct Rule violations may result in one or more of the following School-Level Actions:

Activity Restriction	Removal from Class
Bus Probation/Suspension	Reprimand
Community Service	Revocation of Automobile Privileges
Conference	Revocation of Off-Campus Privileges
Detention	Schedule or Curriculum Adjustment
In-Class/School Discipline	Short-term Suspension
In-School Suspension	Time Out
Probationary Contract	Work Assignment

Each School Level Action involves a conference with the student to review appropriate conduct.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Aggression and Hostility		
1A. Provocation Use of any form of communication (verbal or written) or gestures, including exhibiting gang signs, that may cause others to fight or engage in other hostilities; challenging someone to fight.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension
1B. Minor Aggressive Act Inappropriate physical contact (non-sexual) which does not cause serious injury.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension

Examples of **MINOR AGGRESSIVE ACT** include, but are not limited to, spitting, tripping, hitting, poking, pulling, or pushing.

1C. Fighting Mutual participation by two or more students in an incident involving physical violence, where there is no major injury.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
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A verbal confrontation alone does not constitute **FIGHTING**. Students should avoid fighting at all times. If provoked, the first response should be to walk away.

“Mutual participation” for **FIGHTING** may exist if physical violence continues longer than reasonably necessary.

Self-defense is NOT a defense if excessive force is used to defend.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Aggression and Hostility		
1D. Assault Causing any physical injury to another person; making another person reasonably fearful of physical injury; knowingly touching another person with the intent to hurt, insult or provoke that person. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
1E. Aggravated Assault Committing assault which: <ul style="list-style-type: none"> • Causes serious physical injury to another; or • Involves a deadly weapon or dangerous instrument; or • Is inflicted upon someone 15 years or younger by someone 18 years old or older; or • Is an assault of a police officer; or • Is an assault of a school employee. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Alcohol, Tobacco, Medications and Other Drugs		
2A. Alcohol Use or Possession Using or being under the influence of alcohol; possession of an alcohol beverage. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
2B. Alcohol Distribution Providing or selling an alcohol beverage to another. <p style="text-align: center;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions, Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

ALCOHOL includes substances represented to be alcohol or believed to be alcohol, regardless of whether they are actually alcohol.

Special 24/7 Rule for Interscholastic competitors and athletes

Interscholastic participants, who use, possess, or distribute tobacco, drugs or alcohol at any time during their season of competition will be removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

<u>Prohibited Behavior</u> Alcohol, Tobacco, Medications and Other Drugs	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>2C. Drug Use or Possession</p> <p>Use or possession of any drug or narcotic substance;</p> <p>Transporting or holding drugs or paraphernalia for another;</p> <p>Being under the influence of any drug at school or at any school-related event.</p> <p style="text-align: center;">Must be Reported to Law Enforcement</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2D. Drug Paraphernalia Possession</p> <p>Possession of any paraphernalia.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>2E. Drug or Paraphernalia Distribution</p> <p>Making, distributing, selling, buying, or giving any drug, narcotic substance or paraphernalia to another person;</p> <p>Transferring or participating in the transfer of drugs or paraphernalia between two or more students;</p> <p>Providing prescription or over-the-counter medication to another student.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)</p>

To prevent accidental injuries and protect others, students must obtain written permission from the principal to possess or use any form of **MEDICATION**, including over-the-counter substances like pain relievers, vitamins, and supplements at school.

DRUG means any narcotic drug, dangerous drug, marijuana, or peyote ([A.R.S. §13-3415](#)) and may include:

- Prescription Drugs (Inappropriately Used);
- Over-the-Counter Drugs (Inappropriately Used);
- Illicit Drugs, including but not limited to, Methamphetamines; Ecstasy, Cocaine or Crack, Hallucinogens, or Heroin.
- All parts of any plant of the genus *Cannabis*, including, but not limited to, extracted resin, salt, compound, derivative, mixture or preparation.
- Cannabinoids (synthetic or natural) commonly called marijuana, THC, “fake weed,” “spice,” “K2,” “bath salts,” “wax pens,” etc.; and/or

- Any substance represented to be a drug.

PARAPHERNALIA means all equipment, products and materials of any kind which are used, intended for use, or designed for use in producing, testing, packaging, storing, concealing, ingesting, inhaling or otherwise introducing a drug into the human body, including a vapor releasing device such as an electronic cigarette or parts from a vapor releasing device, such as an adapter, cartridge or charger.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>Alcohol, Tobacco, Medications and Other Drugs</p>		
<p>2F. Tobacco Possession</p> <p>Possession of tobacco and related products.</p>	<p>School Level Actions Short-term Suspension</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>2G. Tobacco</p> <p>Use, distribution or sale of tobacco and related products other than liquid nicotine*.</p> <p>* <i>Liquid nicotine is addressed under Rule 2I as Vaping.</i></p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2H. Medication Violation</p> <p>Use or possession of prescription, over-the-counter or herbal medications at school without prior written permission of the principal.*</p> <p>*<i>Over-the-counter cough drops and sunscreen are permissible to bring to school, without written permission from the Principal, for self-administration at school, but may not be shared.</i></p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>2I. Vaping</p> <p>Use or possession of an inhalant product from a vapor-releasing device.</p> <p><i>Inhalant</i> includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>

Examples of **TOBACCO and TOBACCO-RELATED PRODUCTS** include: cigars, cigarettes, and other nicotine delivery devices, cigarette papers, and smoking or chewing tobacco, except that any substance inhaled through a vapor releasing device (including liquid nicotine) is classified as “**VAPING**” under Rule 2I.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Arson and Combustibles		
3A. Arson Damaging a structure or property by knowingly causing a fire or explosion. <p style="text-align: center; color: blue;">Must be Reported to Law Enforcement</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
3B. Combustibles Possession or use of something capable of causing bodily harm or property damage if ignited; Possession or use of a smoke bomb or something similar that is capable of causing others to believe a fire is occurring.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory in situations of serious risk of harm to persons or property)

When a student uses a combustible to cause a fire, he/she has committed **ARSON**.

COMBUSTIBLES include, but are not limited to:

- Matches
- Lighters
- Flammable substances
- Firecrackers, Fireworks
- Poppers
- Smoke/Stink bombs
- Flash paper
- Sparklers
- Caps
- Ammunition (live or blank)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Attendance Violations		
4A. Tardy Arriving at school or to class after the scheduled start time.	School Level Actions	School Level Actions Short-term Suspension
4B. Excessive Tardies Arriving at school or to class after the scheduled start time five percent (5%) or more of the time.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion*
4C. Off Campus/Unauthorized Area Violation Leaving school grounds or being in an “off limits” area during regular school hours without permission of the Principal.	School Level Actions	School Level Actions Short-term Suspension
4D. Unexcused Absence Failing to attend school without parent or legal guardian permission.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension* Long-term Suspension*
4E. Excessive Absences / Truancy Failing to attend school, unless excused, for more than ten percent (10%) of the number of required attendance days.	School Level Actions	School Level Actions Short-term Suspension* Long-term Suspension* Expulsion*
4F. Leaving Class Without Permission Leaving class without teacher permission.	School Level Actions	School Level Actions Short-term Suspension* Long-term Suspension* Expulsion*

* After interventions have occurred and/or when combined with other offenses

<u>Prohibited Behavior</u> Harassment, Threats, Bullying, and Intimidation	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>5A. Nonsexual Harassment</p> <p>Any form of communication or conduct that is directed at a specific person and that would cause a reasonable person to be seriously alarmed, annoyed, or harassed due to their race, color, religion/religious beliefs, creed, gender, identity, age, national origin, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>
<p>5B. Bullying and/or Cyberbullying</p> <p>Acting toward someone in an unwelcome and unprovoked manner, repeated over time, which exerts power over that person on or off District property;</p> <p>Actions that contribute to a substantial risk of potential injury, mental harm, degradation, or societal exclusion or causes physical injury, mental harm or personal degradation.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>5C. Threats and Intimidation</p> <p>Threatening or suggesting, by words or conduct, the intention to cause physical injury or serious damage to a person or their property;</p> <p>Associating with or participation in a group which exhibits negative attitudes and actions toward others.</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>
<p>5D. Hazing</p> <p>Acting against another student, where both of the following apply:</p> <p>The act is in connection with initiation into, affiliation with, or membership in any school organization; and</p> <p>The act poses a risk of or causes injury, mental harm or degradation.</p>	<p>School Level Actions Short-term Suspension (Mandatory)</p>	<p>School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion</p>

BULLYING requires an imbalance of power (real or perceived), repeated over time, between one or more persons and the victim. Actions may include:

- physical (pushing, hitting, kicking, spitting, stealing);

- verbal (making threats, taunting, teasing, name-calling); or
- psychological (spreading rumors, social exclusion, manipulating social relationships).

NONSEXUAL HARASSMENT is different from **BULLYING** in that the reason for the negative comment or act is due to a person being a part of a particular category of identity/group which has the legal protections, or for which the District's policies provide protections, such as race, ethnicity, gender, sexual orientation or identity, or disability. It also does not require the conduct to be repeated over time.

NONSEXUAL HARASSMENT is different from **SEXUAL HARASSMENT** due to a lack of connection between the comment/actions to a desired sexual relations, sexual act, or romantic involvement of the parties.

CYBERBULLYING includes behavior that occurs through direct and indirect electronic acts (electronic mail, text messages, instant messaging, digital pictures or images, website / social media / blog postings, etc.).

An example of **HAZING** includes using hand signals, graffiti, apparel, accessory, or manner of dress or grooming which by color, arrangement, trademark, symbol, or other attribute indicates or implies membership or affiliation with such a group.

A "SCHOOL ORGANIZATION" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with a District school and whose membership consists primarily of students.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Academic Dishonesty		
<p>6A. Cheating</p> <p>Claiming someone else’s information or schoolwork for your own;</p> <p>Recording and/or transferring information about tests or quizzes to another person.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6B. Forgery</p> <p>Falsely and fraudulently making or altering a document;</p> <p>Modifying a school-related document by any means without written permission.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6C. Lying</p> <p>Making an untrue statement with intent to deceive; creating a false or misleading impression.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Short-term Suspension Long-term Suspension Expulsion</p>
<p>6D. Plagiarism</p> <p>Stealing and passing off the ideas or words of another as one’s own including the use of AI or similar software.</p>	<p>School Level Actions Short-term Suspension Long-term Suspension</p>	<p>School Level Actions Long-term Suspension Expulsion</p>

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
<p>7A. Disruption</p> <p>Engaging in behavior which causes an interruption in a class, activity, or school business;</p> <p>Any behavior that requires the involvement of law enforcement personnel.</p>	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension
<p>7B. Dress Code Violation</p> <p>Wearing clothing or accessories which do not comply with the dress code guidelines stated by school or District policy;</p>	School Level Actions	School Level Actions Short-term Suspension Long-term Suspension
<p>7C. Insubordination</p> <p>Refusal to follow directions of school personnel;</p> <p>Delivering socially rude comments or conduct toward school personnel.</p>	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
<p>7D. Inappropriate Language or Gestures</p> <p>Verbal swearing, name-calling, making racial, ethnic, religious or gender slurs, exhibiting gang signs, or the use of words in an offensive or demeaning manner;</p> <p>Making gestures toward others intended to offend or annoy the other person;</p> <p>Making gestures that communicate a hostile or sexual message.</p>	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension

A **DISRUPTION** may include, but is not limited to:

- sustained talk or verbal outbursts; horseplay or roughhousing; being out of your seat repeatedly; or
- an act that occurs off campus, including online or through social media, which has a disruptive impact on the learning environment of a school campus.

<u>Prohibited Behavior</u> Disruptions to the Academic Process (cont.)	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
7E. Parking Violation Parking on school grounds or near school in a manner or location contrary to the school's parking rule; Not displaying proper and required permits as may be issued by the District or the Arizona Department of Motor Vehicles.	School Level Actions	School Level Actions
7F. Gambling Playing games of chance for money or property.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension
7G. Pranks Any act of mischief that disrupts or distracts from a class, school activity or school event.	School Level Actions	School Level Actions Short-term Suspension Long-term Suspension
7H. Probation Violation Violation of any term or condition of academic and/or disciplinary probation contract assigned by a school administrator or District hearing officer.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
7I. Safety Violation Acting in a manner that endangers the well-being of yourself or other person(s).	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
7J. Gang-related Clothing or Accessories Wearing or displaying clothing items, images or accessories that represent gang affiliation or membership.	School Level Actions Short-term Suspension (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory)
7K. Student ID The failure to wear or display student identification.	School Level Actions	School Level Actions Short-term Suspension

<u>Prohibited Behavior</u> Threatening the School Environment	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
8A. Bomb Threat Threatening to cause harm to property or person using a bomb, dynamite, explosive, or arson-causing device. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8B. Chemical or Biological Threat Threatening to cause harm using dangerous chemicals or biological agents. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8C. False Fire Alarm Intentionally ringing a fire alarm when there is no fire; Falsely reporting a fire. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
8D. Other Threat to School Any threat (not listed in Rules 8A, 8B or 8C above) to cause damage to a school building or school property, or to harm students or staff. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Sexual Behaviors		
<p>9A. Sexually Inappropriate Materials*</p> <p>Possession of materials containing sexually explicit depictions.</p>	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension
<p>9B. Inappropriate Physical Contact*</p> <p>An isolated incident of unwelcome contact of a sexual nature.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>9C. Sexual Harassment*</p> <p>Unwelcome conduct or comment of a sexual nature toward another person associated with their gender/sex, sexual orientation, gender identity, or gender expression which is:</p> <ul style="list-style-type: none"> • Severe; AND • Pervasive; AND • Objectively offensive so it interferes with another person's full participation in the educational process or any school program or activity. <p>Sexual Assault, Dating Abuse/Violence and Domestic Abuse/Violence are considered Sexual Harassment.</p> <p>Comments and contact toward anyone due to their sexual orientation, gender identity, or gender expression may be considered Sexual Harassment.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
<p>9D. Sexual Harassment* With Bodily Contact</p> <p>Sexual Harassment (defined above) that includes unwanted physical contact of sexual or non-sexual body parts.</p> <p>Any bodily contact linked to dating abuse/violence or domestic abuse/violence.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

SEXUALLY INAPPROPRIATE MATERIALS includes, but is not limited to, photographs, drawings, recordings, and written language.

SEXUAL HARASSMENT includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, teasing, jokes, and other verbal, nonverbal, or physical conduct of a sexual nature; coercion of a third party to commit harassment towards another person.

SEXUAL ORIENTATION means romantic attraction to a certain gender.

GENDER IDENTITY means a person’s deeply-felt, inherent sense of being male, female or an alternative gender.

GENDER EXPRESSION is how the person shows their gender identity in their mannerisms, dress, or ways of communication.

**Federal law imposes limitations on school district discipline pertaining to allegations of sexual behavior. See Policy ACAA and Regulation ACAA-R in the appendix.*

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Sexual Behaviors (cont.)		
<p>9E. Indecent Exposure</p> <p>Exposure of a person’s own genitals, buttocks or female areola.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions, Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
<p>9F. Inappropriate Public Display of Affection</p> <p>Affectionate behavior between two consenting students that would reasonably offend another person.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>9G. Public Indecency</p> <p>Displaying one’s private parts or engaging in sexual acts.</p>	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion

INDECENT EXPOSURE requires the presence of another person and disregard about whether that other person would be reasonably offended or alarmed by the act.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Technology Abuses		
<p>10A. Inappropriate Use of Technology</p> <p>Using District computers, network or other technology to post, send, or share personal information, on or off District property, about oneself or about others without prior permission from a teacher and parent to do so.</p>	School Level Actions	School Level Actions Short-term Suspension Long-term Suspension Expulsion

PERSONAL INFORMATION includes names, pictures, addresses, telephone numbers, school address, etc.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Technology Abuses (cont.)		
<p>10B. Misuse of Technology</p> <p>Making or attempting unauthorized access to any Amphitheater Information System (AIS):</p> <ul style="list-style-type: none"> • Bypass firewall or access proxy accounts; • Using, accessing, or saving inappropriate content on any District provided resource; • Using or attempting to use the AIS to: • Access any other computer system; • Access District-prohibited website; • Perform any illegal or inappropriate acts; and/or • Disrupting or modifying the AIS or data by spreading viruses or by any other means. 	School Level Actions Short-term Suspension Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>10C. Misuse of Personal Technology</p> <p>Using personal technology, on or off District property, in a manner that has a disruptive impact in class, on a school campus or at school activities.</p>	School Level Actions Short-term Suspension Long-term Suspension Revocation of Authorization to Use a District-issued Electronic Device(s) Off-campus	School Level Actions Short-term Suspension Long-term Suspension Expulsion

MISUSE OF TECHNOLOGY / PERSONAL TECHNOLOGY includes, but is not limited to:

- a student logging in through another person's account or accessing their files without their written permission;
- drug or alcohol purchase, distribution, or sale;
- criminal or related gang activities;
- threatening conduct, bullying;
- searching and/or posting obscene, lewd, vulgar, rude, inflammatory, threatening or disrespectful language, or pictures;
- posting false or defamatory information about a person or organization;
- posting a donation request which inaccurately represents that the District, or any of its schools, clubs, or activities, are a beneficiary of the request;
- posting or sending harassing messages via social media;
- engaging in "spamming" (sending unnecessary messages to a large number of people);
- unauthorized use of a cell phone or other form of technology;
- installation of unauthorized hardware, software or code on any AIS or on any personal device at school.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Theft		
<p>11A. Theft of School Property</p> <p>Taking District money or property with the intent to deprive the District of the money or property.</p>	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>11B. Theft of Non-School Property</p> <p>Taking money or property belonging to someone other than the District with the intent to deprive the victim of the money or property.</p>	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion
<p>11C. Extortion</p> <p>Obtaining or trying to obtain someone else's property by threatening to do any of the following:</p> <ul style="list-style-type: none"> • Causing physical injury to someone; • Causing damage to property; • Accusing someone of a crime; or • Exposing a secret which may subject someone to contempt, hatred, or embarrassment. 	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
<p>11D. Robbery</p> <p>Using force to take money or property belonging to someone else with the intent to deprive the victim of the money or property.</p>	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Theft		
11E. Breaking and Entering Entering or remaining unlawfully in or on property that does not belong to you with the intent to commit theft.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion
11F. Burglary with a Dangerous Instrument or Weapon Entering or remaining unlawfully in or on property that does not belong to you with the intent to commit theft while in possession of a dangerous instrument or weapon.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Trespassing and Loitering		
12A. Trespassing Entering or remaining on a school campus or other District facility (other than where you are enrolled) without authorization, invitation or lawful purpose.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
12B. Loitering Being on school property without a legitimate reason for being there; Refusing or failing to identify yourself while on school property.	School Level Actions Short-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion

TRESPASSING includes students under suspension/expulsion; and those students who enter, or remain at, a school campus or facility after being directed to leave.

A **LOITERING** student includes one visiting any School District campus (other than where the student is enrolled) while school is in session without first receiving permission from the principal of the campus being visited.

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Vandalism and Damage		
13A. Vandalism Destroying or defacing school or personal property e.g. District-provided Chromebook.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension Expulsion
13B. Graffiti or Tagging Making drawings or writing words or symbols on the property of another by scratching, painting or other means.	School Level Actions Short-term Suspension Long-term Suspension	School Level Actions Short-term Suspension Long-term Suspension

<u>Prohibited Behavior</u>	<u>Consequences</u>	
	1 st Incident	2 nd (or more) Incident
Weapons and Dangerous Items		
14A. Weapon (Other Than Firearm) Possession, transfer, concealment, sale or use of any item that may be used for attack or defense that is capable of causing death or serious injury; Use of a dangerous item to threaten, intimidate, attack or harm another. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
14B. Firearm Possession, transfer, concealment, sale or use of any weapon that is designed to expel a projectile by the action of an explosive or which may readily be converted to expel a projectile by the action of an explosive. Must be Reported to Law Enforcement	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion (Mandatory)
14C. Dangerous Item Possession, transfer, concealment, sale or use of anything that is readily capable of causing death or serious physical injury.	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension Expulsion	School Level Actions Short-term Suspension (Mandatory) Long-term Suspension (Mandatory) Expulsion

A **WEAPON (NON-FIREARM)** includes, but is not limited to:

- Knives with locking blades and/or blades 2.5 inches or longer;
- Brass knuckles;
- Explosive or destructive device intended for use as weapon;
- Any dangerous or hazardous object or substance intended for use as weapon;
- Nunchakus; and
- Poisonous gas.

A **FIREARM** includes, but is not limited to: handgun, pistol, revolver, rifle, shotgun, starter pistol.

A **DANGEROUS ITEM** includes, but is not limited to:

- B.B. or pellet guns,
- simulated firearms,
- knives with blade length of less than 2.5 inches,
- laser pointers,
- letter openers,
- mace/pepper spray,
- paintball guns,
- razor blades,
- box cutters,
- simulated knives,
- tasers or stun guns,
- tear gas, or
- unauthorized use of a drone/UAS/unmanned aerial systems.

Special Disciplinary Rules

Weapons and Drugs

In the case of *weapon* or *drug distribution* violations, long-term suspensions, and expulsion hearings are (MANDATORY), with limited exceptions.

Possession of weapons is a particularly serious matter. Federal and state law require the school District to expel any student – for no less than one school year - who brings a firearm to school or to a school activity. The law provides for very limited exceptions to this strict rule, which can only be determined by the Governing Board of the District on a case-by-case basis.

Special Rule for Athletic and Activity Participants

Students participating in interscholastic activities for their schools do so as representatives for their school community and as role models for other students. When those students engage in drug or alcohol related behavior, it can negatively reflect upon their school community and can jeopardize their safety or that of other participants. Such involvement by these student leaders also sets a poor example for their peers.

As a consequence, the Amphitheater District maintains a “24/7” policy on the use of drugs or alcohol by interscholastic activity participants. Any participant who uses, possesses or transfers tobacco, alcohol or drugs at any time during a season will be immediately removed from the activity for the balance of that season. This rule applies 24 hours a day, seven days a week, regardless of a student’s location.

Other (non-drug or alcohol related) behaviors by student representatives can also reflect upon their team, school and community. Students participating in interscholastic activities should be mindful at all times of the important role they play in their school community and how their behavior can negatively impact their fellow teammates, their fellow students, and the school in general. Whether at a team event, a school activity, a community function, or on the internet, student representatives must always observe appropriate decorum, behavior, and etiquette when acting in anyway that is connected to the school or team.

Threatening an Educational Institution

Arizona law prohibits any person, including students, from threatening the safety and security of a public school or school district.

In accordance with [A.R.S. § 15-841\(H\)](#), a student who threatens a school must be expelled for a period of no less than one full year. The School District Governing Board may only rarely modify this strict expulsion requirement on a case-by-case basis.

A student subject to this expulsion requirement may also be assigned to an alternative educational program if the student participates in mediation, community service, restitution, or other programs in which the student takes responsibility for the results of the threat. The District may require the student’s parent(s) to participate in such programs with the student as a condition to the student’s reassignment to an alternative educational program.

Behaviors that Must be Reported to Law Enforcement

Regardless of disciplinary action taken (or not taken) by a school, certain student behaviors must be reported to appropriate law enforcement authorities under the law. In accordance with law, school officials will report the following behaviors to law enforcement authorities:

- Aggravated assault
- Arson
- Assault
- Bomb threats
- False fire alarms
- Non-accidental injuries to student.
- Possession of weapons
- Possession, sale, or distribution of drugs; dangerous items, or alcohol
- Sexual assault/misconduct
- Threatening an educational institution

The District will also report any person's involvement in illegally removing a student from the school or other places where the Principal has jurisdiction over the student, such as on school buses, on field trips, at athletic functions, and during school-sponsored events.

Additionally, the Principal may report to the law enforcement agencies other potentially disruptive incidents occurring within the regular operation of the school. Such incidents include, but are not limited to, the following:

- Demonstration by students which could create unsafe conditions
- Extortion
- Theft/possession of stolen property
- Trespassing
- Vandalism

The District may also report any person's disruption or interference with any school function.

The foregoing lists are not exclusive and exhaustive. Other conduct MAY be reported to law enforcement officials if deemed necessary by the Principal or other administration of the District.

District Policies of Importance Regarding Student Behavior

Policies are adopted by the Amphitheater Governing Board for the safety and welfare of the District's students, staff, and community and, in some cases, as required by law.

The following policies and regulations are particularly significant in guiding students and parents as to the conduct and behavior expected while attending school-related activities. Policies may be revised at any time. The most current policies are maintained on, and available through, the District's website.

Amphitheater Information System Electronic User Requirements

All District students are required to abide by the following:

Acceptable Uses

The Amphitheater Unified School District provides students with access to information systems and educational technology resources consisting of: stand-alone computers and peripheral equipment, computer workstations connected to local area networks, server and networked peripheral equipment, a wide area network which includes access to the Internet, voice communication system, and electronic communication systems which include audio and video capability.

The Amphitheater Information System (AIS) may only be used for educational purposes. The term "educational purposes" includes classroom activities, career or professional development, limited high-quality personal research and other work related purposes. Students may not use the system for entertainment purposes, commercial purposes, or political lobbying. Students are expected to follow the rules set forth in the District's disciplinary code and the law. In addition to these Requirements, students' use of the AIS is governed by Governing Board [Policy IJNDB](#), copies of which are available at each school office or online.

The AIS has not been established as a public access service or a public forum. Therefore, the District has the right to place reasonable restrictions on the material accessed or posted through the system. Students are expected to follow the rules set forth in the District's Policies and Administrative Regulations and the law and realize that information accessed, created, sent, received, or stored on the network is not private. It is subject to review by network system administrators and system administrators may investigate complaints regarding inappropriate or illegal material.

Unacceptable Uses

To prevent against unacceptable use of the AIS, students must comply with the following:

To ensure their personal safety and that of others, Students shall:

- not post personal contact information about themselves, or others (i.e. names, addresses, telephone numbers, school address, etc.), without prior written permission from a teacher and/or parent to do so.
- not personally meet with someone they contact online without their parent's approval.
- promptly tell their teacher or school principal if they receive any message that is inappropriate or makes them feel uncomfortable.

It is illegal for Students to do the following:

- Attempt to gain unauthorized access to the AIS or any other computer system through the AIS.
- Attempt to log in through another person's account or access their files without their written permission.
- Attempt to disrupt the AIS or destroy data by spreading viruses or by any other means.
- Use the AIS to engage in any other illegal or inappropriate acts (drug or alcohol purchase, distribution or sale, criminal gang activity, threatening conduct, etc.).
- Plagiarize, misuse, or reproduce copyrighted works.

In their use of the AIS, Students shall observe the following language standards:

- No obscene, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.
- No posting of information that could cause damage or danger of disruption to the educational environment or operations of the District.
- No personal attacks, including prejudicial or discriminatory attacks on individuals or groups. No harassment.
- No sending someone messages if they have told you to stop.
- No knowingly or recklessly posting false or defamatory information about a person or organization.
- No engaging in "spamming" (sending unnecessary messages to a large number of people).

Students must be mindful of the following security matters:

- They are responsible for their email and/or network account. They should not provide their password to another person or use another person's password.
- They should not permit another person to use their account.
- They should immediately notify their teacher if they have identified a possible security problem.
- They should not download software or load software on the network or hard drive of any computer.
- They should not attempt to harm or destroy data of another user or any other agencies or networks connected to the AIS. This includes, but is not limited to, uploading or creating computer viruses.
- They should not move, harm, destroy, or deface any District-owned hardware.

- They should not attempt to repair District-owned equipment without prior written approval.
- They should have all personally-assigned District computer equipment at school during school hours.
- They should notify their teacher if a password is lost or stolen, or if there is a reason to believe that someone has obtained unauthorized access to the system.
- They should not attempt to use any personal electronic devices (i.e. cell phones, etc.) to disrupt or damage the District's network.
- Wireless networks will not be permitted without written authorization of the Executive Director of Technology.
- No personal equipment (i.e., computers, laptops) shall be connected to District network systems without written permission from the Technology Department.

Inappropriate Access to Material

- Students may not access material that is profane or obscene, that advocates illegal acts, or that advocates violence or discrimination towards others (i.e. hate literature). A special exception may be made for teachers or high school students who must access hate literature for the purpose of a school assignment. In this situation, a student must obtain written teacher consent.
- If a student mistakenly accesses inappropriate information, they must immediately tell a teacher.
- Students will not use free, web-based mail, instant messaging, and video conferencing or chat services, which are not permitted on school networks unless expressly authorized.
- Development and posting of all web pages must be in a manner specified by the District's Department of Informational Technology. Material placed on web pages must relate to school and career preparation activities and be used to inform, communicate, and educate.

Student Information and Rights

- Use of the District's AIS is not private. Parents can request to see the contents of student files at any time (applies to students under 18 years).
- Routine maintenance and monitoring of the AIS may lead to discovery of violations of District policies or the law.
- An individual search will be conducted if there is a reasonable suspicion that the student has violated this District policy or the law.
- The District will cooperate fully with local, state or federal officials in any investigation related to any illegal activities conducted using the AIS.
- The District reserves the right to restrict or revoke use of the AIS at any time, if deemed within the District's best interest.

Governing Board Policy JICK

STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING

The Governing Board believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Board further believes a school environment inclusive of these traits maximizes student achievement, fosters student personal growth, and helps students build a sense of community that promotes positive participation as members of society.

The District, in partnership with parents, guardians, and students, shall establish and maintain a school environment based on these beliefs. The District shall identify and implement age-appropriate programs designed to instill in students the values of positive interpersonal relationships, mutual respect, and appropriate conflict resolution.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying, harassment or intimidation as defined by this policy will not be tolerated.

Definitions

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting,
- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size, or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Prohibitions and Discipline

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such bullying results in a substantial physical, mental, or emotional negative effect on the victim while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Reporting Incidents of Bullying

A student who is experiencing bullying, or believes another student is experiencing bullying, is to report the situation to the principal or another school employee. A school employee who becomes aware of or suspects a student is being bullied shall immediately notify the school administrator. School personnel shall maintain confidentiality of the reported information.

The initial notification of an alleged incident may be provided verbally. A detailed written description of the incident and any other relevant information must be provided on form(s) made available by the school and submitted to the principal within one (1) school day of the verbal report. Should the principal be the employee who observes, is informed of, or suspects a student is experiencing bullying, the principal shall document the incident or concern in writing. Failure by an employee to report a suspected case of bullying may result in disciplinary action up to suspension without pay or dismissal pursuant to Board Policies GCQF and GDQF.

Reprisal by any student or staff member directed toward a student or employee related to the reporting of a case of bullying or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

At the time a student reports alleged bullying the principal shall provide to the student who has allegedly been bullied a written copy of student rights, protections and support services available to the student and shall notify the student's parent(s) of the report.

The principal shall investigate *all* reports of bullying. If the principal determines that bullying has occurred, discipline will be administered pursuant to Board Policies [JK](#), [JKD](#), and [JKE](#). Regardless of the outcome of the investigation, the principal will meet with the involved students to review the findings of the investigation. Subject to the restrictions of the Family Educational Rights and Privacy Act (FERPA) set out in policy [JR](#), the parent(s) or guardian(s) of the involved students shall also be informed of the findings of the investigation.

Documentation related to reported bullying and subsequent investigation shall be maintained by the District for not less than six (6) years. In the event the District reports incidents to persons other than school officials or law enforcement all individually identifiable information shall be redacted. Restrictions established by FERPA on disclosure of personally identifiable student information must be observed at all times.

The Superintendent shall establish procedures for the dissemination of information to students, parents, and guardians. The information will include, but not be limited to, Governing Board policies, incident reporting, support services (proactive and reactive) and student's rights. The dissemination of this information shall:

- occur during the first (1st) week of each school year,
- be provided to each incoming student during the school year at the time of the student's registration,
- be posted in each classroom and in common areas of the school, and
- be summarized in the student handbook and on the District website.

The Superintendent shall establish procedures for the dissemination of information to District employees including, but not limited to:

- Governing Board policy,
- preventive measures,
- incident reporting procedures,
- available support services for students (both proactive and reactive), and
- student rights.

Information will be provided to staff members at the beginning of each instructional year and on the first day of employment for new employees.

The Superintendent shall establish procedures designed to protect the health and safety of students who are physically harmed as the result of bullying. These will include, when appropriate, procedures for contacting emergency medical services, law enforcement agencies, or both.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Governing Board Policy Regulation JICK-R **STUDENT VIOLENCE / HARASSMENT /INTIMIDATION / BULLYING**

The District does not tolerate bullying in any form. Further, the District shall investigate each complaint of bullying and will take appropriate, timely, and responsive action.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Any student who feels he or she has been the victim of bullying or suspects other students of being bullied should file a complaint with the principal or the principal's designee or other school employee. The student's report may be provided verbally or in writing. A student's verbal report will be documented in writing by the employee receiving the report.

Any staff member who becomes aware of or suspects that a student is experiencing bullying shall immediately notify the principal or the principal's designee. Employees may initially give verbal notice to the principal or the principal's designee, but shall submit a written report to the principal or the principal's designee within one (1) school day of the verbal report.

Reprisal directed toward a student or employee for the reporting of a case of bullying or a suspected case of bullying will not be tolerated. Students involved directly or indirectly in reprisal will be disciplined pursuant to Board Policies JK, JKD, and JKE. Any suspected violation of the law will be reported to law enforcement authorities.

Investigation of submitted complaints shall be initiated by the principal or the principal's designee as soon as is feasible, but not later than two (2) school days after the initial report. Each investigation will be comprehensive to the extent determined appropriate by the principal or the principal's designee. In investigating the complaint, the principal or the principal's designee will maintain confidentiality to the extent reasonably possible, subject to the restrictions pertaining to disclosure of personally identifiable student information established in the Family Educational Rights and Privacy Act (FERPA).

Each investigation will be documented by the principal or the principal's designee. Documentation will be maintained by the District for at least six (6) years. In the event the District must report incidents to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

Should the principal or the principal's designee determine that bullying has occurred discipline will be administered pursuant to Board Policies JK, JKD, and JKE. Regardless of the outcome of the investigation, the principal or the principal's designee will meet with the student who reported or was reported as being bullied to review the findings of the investigation. Additionally, the parent(s) or guardian(s) of the involved students will be informed of the findings of the investigation.

The Superintendent is responsible for determining the methods of information delivery to employees and students. The Superintendent shall provide to the school principals, supervisors and all other District employees the information necessary to comply with Governing Board policy JICK. The information related to bullying is to include but not be limited to preventive measures, incident reporting, related support services available (proactive and reactive), student rights, employee responsibilities, and the ramifications of not reporting a bullying incident or suspicion of bullying. The information shall be disseminated to District personnel at the beginning of each year and as the Superintendent otherwise determines to be appropriate.

The principal or the principal's designee is responsible to ensure information related to bullying is disseminated to students, and parents and guardians. The information shall include but not be limited to Governing Board policy, incident reporting, support services (proactive and reactive) and student's rights. The dissemination of this information will

- occur during the first (1st) week of each school year,
- be posted in each classroom and in common areas of the school,
- be summarized in the student handbook and on the District website, and
- be provided to each incoming student during the school year at the time of registration.

The principal or the principal's designee is also responsible to ensure information is disseminated to all students who report bullying, including, at the time the incident is reported, a written copy of student rights, protections and support services available to the student; a copy of the report shall also be given to the student's parent(s)/guardian(s).

The principal or the principal's designee is responsible for the maintenance of documentation related to bullying.

Governing Board Policy Exhibit JICK-EB
STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING
(To be displayed in school buildings and in student handbooks)

The Governing Board of the Amphitheater School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying in any form will not be tolerated.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting, and
- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim, while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied or suspect another student is bullied should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

Students found to be bullying others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

Governing Board Policy JICF **SECRET SOCIETIES / GANG ACTIVITY**

Gangs that initiate, advocate, or promote activities that threaten the safety or well-being of persons or property on school grounds or disrupt the school environment are harmful to the educational process.

The use of hand signals, graffiti, or the presence of any apparel, jewelry, accessory, or manner of dress or grooming that, by virtue of its color, arrangement, trademark, symbol, or any other attribute indicates or implies membership or affiliation with such a group is prohibited because of the disruption to educational activities that results from such activities or dress. It is the District's position that such activities and dress also present a clear and present danger to other District students and to District staff members.

Any activity involving an initiation, hazing, intimidation, assault, or other activity related to group affiliation that is likely to cause or does cause bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students or others is prohibited.

Any student wearing, carrying, or displaying gang paraphernalia and/or exhibiting behavior or gestures that symbolize gang membership, or causing and/or participating in activities that intimidate or adversely affect the educational activities of another student, or the orderly operation of the schools, shall be subject to disciplinary action.

Governing Board Policy Regulation JICF-R **SECRET SOCIETIES / GANG ACTIVITY**

For the purpose of District policy, a gang is a group of three (3) or more people who:

- Interact together to the exclusion of others;
- Claim a territory or area;
- Have a name;
- Have rivals/enemies; and
- Exhibit antisocial behavior - often associated with crime or a threat to the community.

The type of dress, apparel, activities, acts, behavior or manner, or grooming displayed, reflected, or participated in by the student shall not:

- Lead school officials to believe that such behavior, apparel, activities, acts, or other attributes are gang related or would disrupt or interfere with the school environment or activity and/or educational objectives;
- Present a physical safety hazard to self, students, staff members, or other employees.
- Create an atmosphere in which the well-being of a student, staff member, or other person is hindered by undue pressure, behavior, intimidation, overt gesture, or threat of violence; or
- Imply gang membership or affiliation by written communication, marks, drawing, painting, design, or emblem upon any school or personal property or on one's person.

If the student's dress is in violation of this regulation or a District policy, the principal will ask the student to make the appropriate correction. If the student refuses, the parent/guardian may be notified and asked to make the necessary correction. The principal will take appropriate corrective and disciplinary action.

Governing Board Policy JICFA **HAZING**

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to District schools within twelve (12) calendar months. For purposes of this policy a person as specified above shall be considered a "student" until graduation, transfer, promotion or withdrawal from the District school.

"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student, and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with, or the maintenance of membership in any organization that is affiliated with an education institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing.

In accord with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program, or a legitimate military training program.

All students, teachers and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this policy.

Students and others may report hazing to any professional staff member.

Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accord with District policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing which includes possible child abuse or violations of statutes known to the staff member shall be treated in accord with statutory requirements and be reported to a law enforcement agency.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students and staff in the school offices.

Disposition of all reports/complaints shall be reported to the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

All violations of this policy shall be treated in accord with the appropriate procedures and penalties provided for in District policies related to the conduct and discipline of students, staff, and others.

Governing Board Policy Regulation JICFA-R **HAZING**

A person who reports or complains regarding hazing may report or complain directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum the report/complaint shall be put in writing containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported/complained at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the Superintendent.

Where disciplinary action is necessary, District policies shall be followed.

Governing Board Policy EEAEC **STUDENT CONDUCT ON SCHOOL BUSES**

Students are required to conduct themselves in the bus, prior to boarding the bus, and subsequent to leaving the bus in a manner consistent with established standards for classroom behavior.

When a student fails to practice proper conduct, the bus driver will inform the principal of the misconduct, which may then be brought to the attention of the parents.

Students who become serious disciplinary problems related to school transportation may have their riding privileges suspended. In such cases, the parents of the students involved become responsible for seeing that their children get to and from school safely.

Students riding on special-activity buses are under the direct supervision of the bus driver in cooperation with sponsor(s). Students who do not conduct themselves properly will be denied the privilege of riding on special-activity buses.

NOTICE

To facilitate investigation of bus infractions and protect bus occupants, buses may be equipped with hidden cameras, which will visually and audibly record events.

Governing Board Policy Regulation EEAEC-R **STUDENT CONDUCT ON SCHOOL BUSES (OR OTHER SCHOOL DISTRICT VEHICLES)**

The following regulations shall apply to all school buses or other School District vehicles operated by the District for student transportation:

- The driver is in complete charge of the vehicle and must be obeyed by all passengers. The driver's authority includes the loading and unloading of passengers.
- Each driver is provided a bus route schedule. Unscheduled stops shall not be made without authorization by the transportation manager, except in case of an emergency.
- Every student must be seated while riding in a school bus and must remain seated while the bus is in motion.
- Every student must wear a seat belt, when provided.
- A student shall not extend hands, arms, head, feet, or any object through the window of the bus or other vehicle.
- Generally, a student shall not eat or drink any kind of food or beverage while in a school bus or other school vehicle.
- A student shall not throw, shoot, or project any type of object while in a school bus or other school vehicle.
- Animals, insects, or reptiles shall not be transported in a school bus.
- Glass containers shall not be transported in a school bus.
- Elementary school students must have written permission to leave a school bus at a stop other than such students' usual stops.
- Any musical instrument carried by a student shall be under the student's control at all times or properly stored in a vacant seat.
- A student shall make every effort to:
 - Keep the school bus or other vehicle clean.
 - Be courteous to the driver and other students/passengers in the school bus or other vehicle.

- Practice safe habits in waiting for a school bus at a scheduled stop, and in getting on and off the bus.
- Never use loud, profane, or obscene language or obscene gestures while in a school bus or other school vehicles.
- When unloading from a school bus and crossing to the left side of a road or street, a student shall always pass in front of the bus.
- The use of tobacco, in any form, is prohibited on a school bus.
- *Riding on a school bus is a privilege, not a right.* A student who refuses to obey the directions of a bus driver promptly, or to obey these regulations, may be denied the privilege of riding to and from school on a school bus.

Consequences for Violations of Conduct Rules for School Bus or Other School District Vehicles

The driver of a school bus or other School District vehicle has the legal responsibility to maintain passenger conduct that does not jeopardize the safety or welfare of the driver and the passengers. Therefore, it may be necessary for the driver to make judgments regarding appropriate consequences for violations of bus conduct rules.

The driver's discretion will be used in establishing the severity of the offense based on the descriptions listed below. Consequences will be administered consistent with the severity of the offense. For example, if the driver believes the behavior of the student was a 4th level (very serious) violation, it is not necessary that the consequences for levels 1 - 3 be imposed before suspension of riding privileges is imposed.

At all levels of severity, the student will be provided with the opportunity to hear the specified charges and to respond to those charges.

Charge levels:

- *1st level violations* are minor in nature, do not involve repeat violations of conduct rules, and do not immediately jeopardize the safety or welfare of other passengers.
 - A verbal warning will be given to the student by the driver, indicating the specific behavior that is inappropriate and requesting that such behavior not be repeated.
- *2nd level violations* are of moderate severity. They may include repetitions of minor violations, constitute a distraction sufficient to distract the attention from driving responsibilities, and/or compromise the safety or welfare of the driver or other passengers.
 - The driver will hold a conference with the student and may change the seat assignment of the student. The driver shall keep a record of 2nd level offenses. The name of the student, the behavior, and action taken should be recorded.
- *3rd level violations* are serious in nature. They include, but are not limited to, repeated violations that have been addressed by the driver, at either the first or second levels, and disruptions that compromise the safety or welfare of the driver or other passengers.
 - The bus driver will submit a written report to the school principal or designee, who will arrange a conference, either in person or by telephone, with the driver and the person responsible for the student. The driver will recommend a consequence, which may include, but not be limited to, change of bus seat, behavioral contract, or home support and involvement.
 - The final determination of consequence will be made jointly by the principal or designee and the transportation manager.
 - A student may have no more than two (2) 3rd level referrals before a loss of riding privileges will occur.
- *4th level violations* are very serious in nature. They include chronic violations of bus conduct rules, vandalism to the bus or School District vehicle, any violation of the District's weapons, drugs, and alcohol policies, assault, extortion, or arson, and any other offense that the driver deems of sufficient severity as to jeopardize the safety or welfare of the driver or passengers.
 - The bus driver will submit a written report to the school principal or designee, who will arrange a conference, either in person or by telephone, with the driver and the person responsible for the student. The driver will recommend a consequence, which will include a suspension or loss of bus riding privileges.

- Generally, the first 4th level violation will carry a suspension of up to five days. Additional 4th level violations will carry a penalty of, at least, five days and may result in a loss of riding privileges for the remainder of the school year. However, a first 4th level offense may be of significant seriousness that the driver can recommend a longer or permanent suspension of riding privileges.

Suspension of Student from School Buses or Other District Vehicles

A suspension from the bus may be appealed to the principal, if the suspension has been imposed by a designee. The final decision will be made jointly by the transportation manager and the principal or designee.

When it is necessary to suspend a student from a school bus or other School District vehicle, the person responsible for the student shall be given a *minimum* of twenty-four hours' notice so that the person responsible for the student may arrange alternate transportation for the student.

The principal or designee will inform the following persons of the specific length and inclusive dates of the suspension period, prior to enforcement of the suspension:

- The student involved.
- The person responsible for the student.
- The driver for the suspended student.

The student shall be advised that all concerned parties, as noted above, will be informed of the action taken.

Immediate Removal of Student from School Bus or Other District Vehicle

Notwithstanding the progressive consequences described above, the driver of a school bus shall have the authority to remove a student from the school bus or other School District vehicle prior to a conference with the principal or designee and the person responsible for the student under the following conditions:

Middle school and high school students. If the student's behavior on the bus is such that the student is creating an immediate safety hazard, the driver may put the student off the bus. In such case, the driver must get the student's name and must instruct the student to remain outside the bus at the scene until a school official arrives. The driver must notify the transportation office immediately and must stay at the scene, until instructed differently by the transportation office. If the student refuses to stay at the scene, and leaves the area, the driver must report this immediately to the transportation office and must continue to stay at the scene until instructed differently by the transportation office.

Elementary school students. At no time and under no circumstances shall an elementary school student be put off the bus by a driver. If an uncontrollable situation should arise with a student or students in these grades, the driver must contact the transportation office immediately for instructions. If there is any behavioral situation on a bus that would immediately jeopardize the safety of the driver and/or the passengers on the bus, the driver should stop the bus and remain stopped while awaiting instructions.

Special Education Students - Suspension from School Bus or Other School District Vehicle

Students enrolled in special education programs may be suspended for up to ten consecutive days per offense. For longer periods of time, or for frequent short-term suspensions, a responsibility conference must be convened to determine whether or not the behavior is a manifestation of the student's disability. If a causal relationship is not found, the student may be suspended for more than ten consecutive days. If the behavior is determined to be a manifestation of the student's disability, the student's IEP will be reviewed and modifications will be made if deemed necessary.

Governing Board Policy JICA STUDENT DRESS

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance except when their choices affect the educational program of the schools or the health and safety of others. This policy is intended to provide guidance for students, staff, and parents.

The Board authorizes the Superintendent to develop and enforce school regulations pertaining to student dress that promote safety and a positive learning environment. Student dress shall not:

- Present a hazard to the health or safety of the student or to others in the school.
- Materially and substantially interfere with school work, create disorder, or disrupt the educational program.
- Cause excessive wear or damage to school property.
- Include any type of clothing, accessories and/or jewelry that is worn with the intent to convey affiliation with a criminal street gang as defined in [A.R.S. 13-105](#).

Discriminatory or obscene language or symbols, or symbols of sex, drugs, or alcohol on clothing are prohibited.

Students may wear clothing, accessories and jewelry that display religious messages or religious symbols in the same manner and to the same extent that other types of clothing, accessories and jewelry that display messages or symbols are permitted.

Governing Board Policy Regulation JICA-R STUDENT DRESS

Students and parents are responsible to provide appropriate student attire. District personnel have the responsibility of protecting the health and safety of pupils and maintaining an environment conducive to learning. The choices of students and their parents shall not affect the educational program of the schools or the health and safety of others. The District encourages students to take pride in their attire as it relates to the school setting. Students should dress in a manner that, in addition to the following guidelines, takes into consideration the educational environment, safety, health, and welfare of self and others.

The type of attire or grooming displayed by students shall not:

- Present a physical safety hazard to self or others in the school. Examples of attire which are prohibited include, but are not limited to:
 - Spiked clothing or accessories, and
 - Clothing or accessories that may cause physical injury if caught by another object or pulled by others.
- Create an atmosphere in which the well-being of *others* is hindered by undue pressure, intimidation, or threat of violence. Examples of attire which are prohibited include, but are not limited to:
 - Clothing or accessories promoting criminal activity or illegal gangs.
 - Profane, defamatory writing or depictions on clothing, jewelry, backpacks, or other accessories.
 - Obscene language or pictures.
- Display profanity or profane/obscene gestures or promote alcohol, drugs, or tobacco in their logo.
- Materially interfere with schoolwork, create disorder, or disrupt the educational program. Examples of prohibited attire include, but are not limited to:
 - Any clothing which exposes a student's bare midriff.
 - Muscle shirts or spaghetti strap tops.
 - Mesh sports jerseys without undershirts.
 - Exposed undergarments.
 - Clothing must cover the buttocks and extend down to cover at least three (3) inches of the legs.

Safety standards established for vocational education, physical education, and other lab classes shall be followed. Specific standards for dress and grooming may be established for extracurricular activities by those responsible for supervising such activities.

If a student's dress is in violation of this regulation, the principal or designee will ask the student to make an appropriate correction. If the student refuses, the parent/guardian may be notified and asked to make the necessary correction. The principal or designee will take corrective action in order to ensure compliance with the student dress code.

Governing Board Policy JII **STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES**

The Superintendent is directed to establish procedures whereby students with sufficient concern may present a complaint or grievance regarding a violation of their constitutional rights, equal access to programs, discrimination, or personal safety provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

A complaint/grievance may be raised regarding one (1) or more of the following

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of gender, sexual orientation, race, color, creed, religion/religious beliefs, citizenship status, age, disability, marital status, political beliefs/affiliation, national origin, home language, family, social or cultural background.
- Concern for the student's personal safety.

Refer to [Board Policy JICK](#) for procedures applying to a complaint or grievance that alleges incidences of student violence, harassment, intimidation, or bullying.

The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint or grievance. The initial complaint or grievance should be made using form JII-EA; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff member shall immediately inform an administrator of the complaint or grievance.

When the initial complaint or grievance is submitted in a manner other than on the prescribed form, the administrator shall obtain from the student the particulars determined by the Superintendent to be necessary for the complaint/ or grievance to be investigated. Any question concerning whether a complaint or grievance falls within this policy shall be determined by the Superintendent.

A student or the student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident.

Retaliatory or intimidating acts against any student who has made a complaint under this policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

To assure that students and staff are aware of its content and intent, a notice of this policy and procedure shall be posted conspicuously in each school building and shall be made a part of the rights and responsibilities section of the student handbook. Forms for submitting complaints are to be available to students, staff and parents or guardians in the school offices.

Disposition of all complaints/grievances shall be reported to the Superintendent and the compliance officer for discrimination if other than the Superintendent. The Superintendent will determine if the policies of the District have been appropriately implemented and will make such reports and/or referrals to the Board as may be necessary.

The Superintendent shall develop procedures for the maintenance and confidentiality of documentation related to the receipt of a student's complaint or grievance, findings of the investigation, and disposition of the matter. The

documentation shall not be used to impose disciplinary action unless the appropriate school official has investigated and determined there was an actual occurrence of the alleged incident.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy Regulation JII-R **STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES**

A student who complains or grieves regarding constitutional rights, equal access to programs, discrimination or personal safety issues may complain directly to a school administrator or to a school staff member within thirty (30) days of an alleged occurrence. The initial complaint or grievance should be made using form JII-EA, however, a verbal complaint or grievance may be made. When a school staff member receives the information, the staff member will immediately inform a school administrator. If the complaint or grievance involves a school administrator the staff member shall forward the complaint or grievance to the next administrative level.

Complaints and grievances related to student violence, harassment, intimidation, or bullying are to be filed in accordance with Governing Board Policy JICK.

At a minimum the complaint or grievance shall contain the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. The written complaint or grievance should contain a requested solution and the submission should be signed and attested to by the complainant. However, an unsigned form will be processed in the same manner as a signed form.

The complaint/grievance will be investigated by a school administrator or a supervising administrator, or another person approved by the Superintendent. The student shall be contacted not later than the school day following the date the school administrator or the administrator's immediate supervisor receives the information. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the timeline may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the student who submitted the complaint or grievance at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the principal and/or the Superintendent.
- A confidential record of each concern, complaint, and grievance made pursuant to Policy JII shall be maintained at the District office. The record shall include a copy of the concern, complaint, or grievance filed by a student, findings of the investigation, and the disposition of the matter.
- Unless a determination has been made by the appropriate investigating school official that the reported incident actually occurred, the record shall not be used for the imposition of discipline.

Where disciplinary action is necessary, District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy Exhibit JII-EB
STUDENT CONCERNS, COMPLAINTS, AND GRIEVANCES
(To be displayed in school buildings and in student handbooks)

Students may present a complaint or grievance regarding one (1) or more of the following:

- Violation of the student's constitutional rights.
- Denial of an equal opportunity to participate in any program or activity for which the student qualifies not related to the student's individual capabilities.
- Discriminatory treatment on the basis of race, color, religion, sex, age, national origin, or disability.
- Concern for the student's personal safety.

Complaints and grievances related to allegations of student violence, harassment, intimidation or bullying are to be filed in accordance with Board Policy JICK.

Provided that:

- The topic is not the subject of disciplinary or other proceedings under other policies and regulations of this District, and
- The procedure shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act.

The guidelines to be followed are:

- The accusation must be made within thirty (30) calendar days of the time the student knew or should have known that there were grounds for the complaint/grievance.
- The complaint/grievance shall be made only to a school administrator or professional staff member.
- The person receiving the complaint will gather information for the complaint form.
- All allegations shall be reported on forms with the necessary particulars as determined by the Superintendent. Forms are available in the school office.
- The person receiving the complaint shall preserve the confidentiality of the subject, disclosing it only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law.

Any question concerning whether the complaint/grievance falls within this policy shall be determined by the Superintendent.

A student or the student's parent or guardian may initiate the complaint process by completing Exhibit JII-EA.

A complaint or grievance may be withdrawn at any time. Once withdrawn, the process cannot be reopened if the resubmission is longer than thirty (30) calendar days from the date of the occurrence of the alleged incident. False or unproven complaint documentation shall not be maintained.

Retaliatory or intimidating acts against any student who has made a complaint under the District policy and its corresponding regulations, or against a student who has testified, assisted or participated in any manner in an investigation relating to a complaint or grievance, are specifically prohibited and constitute grounds for a separate complaint.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

When District officials have a reasonable belief or an investigation reveals that a reported incident may constitute an unlawful act, law enforcement authorities will be informed.

Governing Board Policy AC **NONDISCRIMINATION/EQUAL OPPORTUNITY**

The Board is committed to a policy of nondiscrimination in relation to race, color, religion/religious beliefs, gender, age, national origin, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background. The Board's position on nondiscrimination is set forth in Policy AC, which applies to students, staff, the public, educational programs and services, and individuals with whom the Board does business. District Regulation AC-R establishes procedures for prompt and equitable resolution of student and employee complaints alleging discrimination, including discrimination based on sex or disability. There is a complaint form available for discrimination complaints at Exhibit AC-E. All of these documents are available on the District website.

Governing Board Policy ACAA **TITLE IX SEXUAL HARASSMENT**

Title IX of the Federal Education Amendments Act protects people from discrimination based on sex in education programs or activities that receive Federal financial assistance. The District does not discriminate on the basis of sex and is required by Title IX not to discriminate in such a manner. The District adheres to all conditions established by Title IX by recognizing the right of every student who attends school in the District and every employee who works in the District to do so without the fear of sexual harassment.

The District accepts and shall employ the definition of sexual harassment as established by the Title IX regulations. Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

The District also accepts and shall employ the definition of a complainant as an individual who is alleged to be the victim of conduct that could constitute sexual harassment, and a respondent as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

The District shall designate and authorize an employee as the "Title IX Coordinator" to comply with its responsibilities pertaining to sexual harassment under Title IX. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator.

Any person may report sex discrimination, including sexual harassment, regardless of whether the person reporting is the person alleged to be the victim of the reported conduct or not. A report may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator. The District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

The District will respond promptly when any school employee has notice of sexual harassment. Upon receipt of notice of sexual harassment, the District shall notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the District's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District shall respond. The District is committed to investigating each formal complaint submitted and to taking appropriate action on all confirmed violations of policy. The District shall follow grievance

procedures that provide for the prompt and equitable resolution of complaints from students and employees alleging sexual harassment.

The District shall, to the extent reasonably feasible, keep confidential the identity of any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as is necessary to carry out the grievance process and as may otherwise be permitted by law.

Title IX sexual harassment complaints may include violations covered by Arizona's mandatory reporting statute, [A.R.S. §13-3620](#). Any abuses classified by statute as "reportable offenses" must be reported as such to the authorities because not reporting a reportable offense is classified as a Class 6 Felony.

Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has in good faith made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing. Intimidation, threats, coercion, or discrimination, including charges against an individual for violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation.

Governing Board Policy Regulation ACAA-R **TITLE IX SEXUAL HARASSMENT**

Title IX Coordinator

The Superintendent shall appoint an employee as the "Title IX Coordinator". "If the Title IX Coordinator is the respondent, the complaint shall be filed with the Superintendent.

Title IX Coordinator:

Title: Equity and Safety Compliance Officer and Title IX Coordinator
Address: 701 W. Wetmore Road
Tucson, AZ 85705
E-mail: TitleIXCoordinator@amphi.com
Telephone: (520) 696-5164

Response to Sexual Harassment

When the District has actual knowledge of sexual harassment in an education program or activity of the District against a person in the United States, it shall respond promptly in a manner that is not deliberately indifferent.

- "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or to any employee.
- An "education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by the District.
- A District is "deliberately indifferent" only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

The District's initial response to any report of sexual harassment must treat complainants and respondents equally by offering supportive measures to both and must follow the established grievance process before disciplining a respondent.

Even if no formal complaint has been filed, the Title IX Coordinator or their designee shall promptly:

- Contact the complainant to discuss the availability of supportive measures;
- Consider the complainant's wishes with respect to supportive measures;

- Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
- Explain to the complainant the process for filing a formal complaint.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

The District may remove a respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Response to a Formal Complaint

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed above, and by any additional method designated by the District that results in the Title IX Coordinator receiving the complaint.

The District may place a non-student employee respondent on administrative leave during the pendency of a grievance process in response to a formal complaint. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

For the purpose of addressing formal complaints of sexual harassment, this grievance process shall comply with the following basic elements:

- Provide written notice to all parties upon receipt of complaint, which must include:
 - Notice of the District's formal grievance process, including any informal resolution process;
 - Notice of the allegations, including sufficient details to allow respondent to prepare a response (such as the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
 - A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
 - Notice of any provision in the District's code of conduct that prohibits knowingly making false statements or providing false information in the grievance process.
- Treat complainants and respondents equitably;
- Require an objective evaluation of all relevant evidence;
- Require that the Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate an informal resolution process, be properly trained and not have a conflict of interest against complainants and respondents generally or against the particular complainant and respondent;
- Include a presumption that the respondent is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process;

- Include reasonably prompt timeframes for the conclusion of the grievance process;
- Describe or list the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility;
- State that the District uses a preponderance of evidence standard to determine responsibility;
- Include the procedures and permissible reasons for appeal by a respondent or a complainant;
- Describe the range of supportive measures available to complainants and respondents; and
- Not require, allow, or use evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

If the conduct alleged in a formal complaint does not meet the Title IX definition of sexual harassment as established in Governing Board policy, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District shall dismiss the allegations for purposes of Title IX but may still address the allegations in any manner the District deems appropriate under other District policies.

The District may dismiss a formal complaint or any allegations therein, if at any time:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by the District; or
- Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal of a formal complaint or any allegations therein, the District shall promptly send written notice of the dismissal, including the reasons for the dismissal, simultaneously to the parties.

When investigating a formal complaint and throughout the grievance process, the District shall:

- Ensure that the burden of proof and the burden of gathering evidence rests on the District and not on the parties, except that certain treatment records cannot be obtained without voluntary, written consent of a party;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict the ability of either party to discuss the allegations or to gather and present evidence;
- Provide the parties with the same opportunities to have others present during any meeting or grievance proceeding;
- Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of any meeting or grievance proceeding, with sufficient time for the party to prepare to participate;
- Provide both parties an equal opportunity to inspect and review any evidence so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation (prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, a copy of all evidence gathered during the investigation and will allow the parties at least ten (10) days to submit a written response to any of the evidence); and
- Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to a determination of responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response.

After the District has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-makers(s) shall afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence are offered to prove consent.

The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), shall apply the District's established standard of evidence and shall issue a written determination regarding responsibility that includes:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the District's code of conduct to the facts;
- A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity shall be provided by the District to the complainant; and
- The District's procedures and permissible bases for the complainant and respondent to appeal.

The District shall provide the written determination to the parties simultaneously. The Title IX Coordinator is responsible for effective implementation of any remedies.

The District shall offer both parties the right to appeal from a determination regarding responsibility and from a dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-makers(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affect the outcome of the matter.

As to all appeals, the District shall:

- Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- Ensure that the decision-maker(s) for the appeal does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- Issue a written decision describing the result of the appeal and the rationale for the result; and
- Provide the written decision simultaneously to both parties.

The District may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the District may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility during a formal complaint process, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the District:

- Provides to the parties a written notice disclosing:
 - The allegations;
 - The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to

- withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- Any consequences resulting from participating in the informal resolution process, including the records that shall be maintained or could be shared;
- Obtains the parties' voluntary, written consent to the informal resolution process; and
- Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

The District shall maintain for a period of seven (7) years records of:

- Each sexual harassment investigation including:
 - Any determination regarding responsibility;
 - Any disciplinary sanctions imposed on the respondent; and
 - Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on its website, or if the District does not maintain a website the District shall make these materials available upon request for inspection by members of the public.

The District shall create and maintain for a period of seven (7) years, records of any actions, including supportive measures taken in response to a report or formal complaint of sexual harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District shall document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

REVERSE THIS BOOKLET
FOR IMPORTANT
PARENT AND STUDENT INFORMATION

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PARENT INFORMATION

Student Rights

Due Process For Students

Any student whose behavior may warrant suspension or expulsion under the Student Code of Conduct will be provided due process prior to the implementation of the suspension or expulsion. This is a legal safeguard that protects the rights of students and their parents and is constitutionally guaranteed.

Due process steps include:

- Oral or written notice of the charges presented to the student;
- An opportunity for the student to present the student's side of the story in an informal or formal hearing or meeting, as applicable;
- The right to be represented by legal counsel or other party at the student's or parent's(s') expense;
- The allowance, for safety purposes, for a student to be removed from the school prior to an informal hearing, with that hearing to follow as soon as practical;
- Adequate notification of a hearing to the student and parent;
- An opportunity for a fair hearing;
- Notification to parents about the short-term suspension of the student;
- More formal due process in long-term suspension and expulsion proceedings;
- Right to appeal the decision of a hearing officer regarding long-term suspensions or expulsions to the Governing Board.

More information regarding student disciplinary action may be found in the **Code of Conduct**.

Equal Opportunity Statement

Amphitheater Unified School District is an Equal Opportunity employer and educational institution. The District does not discriminate on the basis of race, color, national origin, sexual orientation, age, religion/religious beliefs, gender, creed, citizenship status, marital status, political beliefs/affiliation, home language, disability, family, social or cultural background in admission or access to, or treatment in its educational programs and activities, nor in its employment practices.

Inquiries concerning Title VI, Title VII, Title IX of the Civil Rights Act of 1964, may be referred to the District's Equity and Safety Compliance Officer and Title IX Coordinator, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5164, TitleIXCoordinator@amphi.com.

Student Records

Family Educational Rights and Privacy Act of 1974

“Student records” includes all student information that is required by a governing body to be recorded and retained by the school or District.

Student records do *not* include the work notes of a teacher, administrator, or other professional unless such notes are used or expected to be used by anyone other than the professional.

Student records are considered professional and confidential and shall be available under the following circumstances:

1. To the parents/guardian of the student, unless a parent’s parental rights have been severed by a court.
2. To the professional staff of the school District in which the information was obtained.
3. In accordance with written instructions of a parent/guardian to transfer the records to another school, institution, or agency.
4. To any state or federal agency, as long as such records do not identify the student and upon the approval of the local school District board.
5. With respect to grade transcripts, to any other school or educational institution to which the student is attending or has applied for admittance.
6. To a student or person over the age of eighteen (18) or emancipated minor whose records are maintained by the school.
7. To the District’s agents acting on behalf of the District, those records, files, documents, and other materials, which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution.
8. In response to a judicial order or lawful subpoena.
9. To comply with the request of authorized law enforcement officials conducting an investigation of acts of terrorism, which disclosure is required by law.
10. To recruitment officers of the United States Armed Forces, unless parents/guardians or eligible students prohibit such release.

Upon confirming a parent/guardian’s identity, the authorized personnel of a school district shall, upon request, make available to the parent or guardian of a student the content of the student’s records.

The parent or guardian shall be permitted to be accompanied by one other person of his/her choosing at such time as the parent or guardian reviews the content of the student’s record, in the presence of a school official.

As a parent/guardian, you have the right to challenge the accuracy of your child's records and are entitled to a hearing with respect to that challenge, to ensure that the records are not inaccurate, misleading, or otherwise in violation of privacy or other rights of the student.

Viewing of student records upon request of parents/guardians must be granted within 45 days.

A parent/guardian shall have the right to insert a personal statement into their student's permanent record. They shall also have the right to request amendment to said records. They shall receive notification of the procedure to be followed should they wish to challenge the records and have statements amended, upon request.

A parent/guardian shall have the right to request copies of certain documents in the student's file. The District will charge up to thirty-five cents (35¢) per document page for this service.

Hatch Amendment: In addition to the rights of review pertaining to pupil records as set forth above, the parents/guardians of a student may inspect all instructional materials, including teachers' manuals, films, tapes or other supplementary instructional material which will be used in connection with any research or experimentation program or project, i.e., any program or project designed to explore or develop new or unproven teaching methods or techniques.

A student, eighteen (18) years of age or older or emancipated, shall have access to his or her own records, but may not view anything in the record pertaining to the financial statement of his/her parent(s)/guardian(s).

Parents/guardians and/or eligible students have the right to deny public release of "Directory Information". Notification must be given to the institution within thirty (30) days of enrollment if the parent, guardian, and/or student wish to deny the institution the right to give out directory information.

To prohibit the release of student information, please complete and return to the school the "Non-Release of Information" form available at the school.

Rights Of The Disabled Under Section 504 Of The Rehabilitation Act

This notification will serve to advise you of the rights of students as they are set forth in SECTION 504 OF THE REHABILITATION ACT OF 1962 and THE AMERICANS WITH DISABILITIES ACT OF 1990.

1. All new facilities must be barrier-free, i.e., readily accessible to and usable by individuals with disabilities.
2. Programs or activities in existing facilities will be made accessible to the disabled within 60 days.
3. Every disabled child will be entitled to a free public education appropriate to his or her individual needs, regardless of the nature or severity of the disability. In those unusual cases where placement in a special residential setting is necessary, public authorities will be financially responsible for tuition, room and board.

4. Disabled children must not be segregated in the public schools but must be educated with the non-disabled in regular classrooms to the maximum extent possible.
5. Educational institutions must undertake each year to identify and locate disabled children needing services.
6. Colleges and universities must make reasonable modifications in academic requirements, where necessary, to ensure full educational opportunity for disabled students.
7. Educational institutions and other social service programs must provide auxiliary aids, such as readers in school libraries or interpreters for the deaf to ensure full participation of disabled persons.
8. Qualified students with a disability may not be discriminated against solely by reason of his/her disability, in admission or access to, treatment, or employment in any program, activity or service sponsored by the District.

Title IX of The Education Amendment Act of 1972

1. No person, on the basis of sex, may be denied admission or be subject to discrimination in admission by any school District.
2. The school District shall not provide any course or otherwise carry out any of its education programs or activities separately on the basis of sex, require or refuse participation therein by any of its students on such basis, including health, physical education, industries, business, vocational, technical, home economics, music and adult education courses.
3. School Districts may not discriminate against any person on the basis of sex in the counseling or guidance of student or applicants.
4. No student shall, on the basis of sex, be treated any differently from any other student in the provision of educational opportunities such as: programs and activities (curricular and extra-curricular), benefits and services, aid and employment, and in the establishment of the rules and regulations and the enforcement of discipline.
5. Sexual discrimination includes sexual harassment. Unwelcome sexual advances; requests for sexual favors; or verbal or physical conduct of a sexual nature where (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's educational achievement; or (b) submission to or rejection of such conduct by an individual is used as a basis for educational decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an offensive environment, is prohibited by the school District.

6. The school District shall not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
7. Portions of classes in elementary and secondary schools which deal exclusively with human sexuality may be conducted in separate sessions based on gender.
8. In accordance with the rules of the Arizona Interscholastic Association, participation on interscholastic teams shall be open to all students in all sports, except that the school shall not offer the following sports on a mixed sex team basis: Archery, Badminton, Gymnastics, Softball, and Beach Volleyball.

Our schools are in compliance with the Amendment. The Physical Education programs being offered are co-educational with the exception of those sports excepted by the law and termed "body contact" sports, the purpose or major activity of which involves bodily contact.

Separate teams may be provided, or a single team open to both sexes may be provided. If by opening a team to both sexes in a contact sport the interests and abilities of both sexes are not accommodated, separate teams in that sport will be required. For example: an institution would not be effectively accommodating the interests and abilities of women if it abolished all its women's teams and opened up its men's teams to women, but only a few women were able to qualify for the men's teams. If baseball is limited to boys on a team, the equivalent – softball, must be provided for the girls.

A school may preclude men or women from participating on teams for the other sex if athletic opportunities have not been limited in the past for them regardless of whether the sport is contact or non-contact. Example: If both boys' and girls' tennis teams exist at that school, one may not try out for the opposite sex team. Boys may not try out for the girls' badminton team if the boys have not been limited in opportunity overall even if a badminton team is not offered for them.

9. No person shall on the basis of sex be excluded from participation in, be denied the benefit of, or be subjected to discrimination in employment or recruitment consideration, or selection therefore, whether full-time or part-time, under any education program or activity operated by the local school District.

Protection Of Pupil Rights Amendment (PPRA)

The Protection of Pupil Rights Amendment ([PPRA](#)), [20 U.S.C. § 1222h](#), requires Amphitheater School District and each of its schools to notify you and to obtain your consent or allow you to opt your child out of participating in certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas ("protected information surveys"):

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;

4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure or use of student information for marketing purposes (“marketing surveys”), and certain physical exams and screenings. Your school will provide you with notice of any activities requiring parental notice and consent or opt-out for the upcoming school year. For all surveys and activities, your school will provide parents reasonable notice and a reasonable period of time to opt their child out prior to the administration of the surveys and activities. In addition, parents have the right to review any protected information survey.

(Please note that this notice and consent/opt-out right does not apply to parents whose student is 19 years old or is an emancipated minor under State law; in that case, the notice and opt out right transfers to the student.)

Parents or students who believe their rights under PPRA may have been violated may file a complaint with the District’s Legal Department or by writing the Family Policy Compliance Office of the U.S. Department of Education. Complaints must contain specific allegations of fact giving reasonable cause to believe that a violation of PPRA occurred.

DISTRICT INFORMATION

AASA, ACT, and AzSCI

1. Elementary and middle school students will take the Arizona's Academic Standards Assessment (**AASA**), the new statewide achievement test for English Language Arts and Mathematics. It is administered to students in Grades 3-8. Information about this new assessment can be found at the [ADE website](#). (*The AASA replaces the AzMERIT and AzM2 tests.*)
2. High school students will take the ACT test for their cohort/grade level: Grade 9 (Sophomore cohort) will take the **ACT Aspire** and Grade 11 (Junior cohort) will take the college-reportable **ACT**. **ACT Aspire and ACT test scores are reported on student transcripts.** Information about these tests can be found at the [ACT website](#). (*The ACT and ACT Aspire replaces the high school AzMERIT and AzM2 tests.*)

3. Students in Grades 5, 8, and 11 will also take the **AzSCI**, the new Arizona science test. More information can be found on [AzSCI webpage](#). (*The AzSCI replaces the AIMS Science test.*)

Absences and Attendance **“Every Day Matters!”**

Regular school attendance is essential for success in school. Students with 95% attendance rates or better are more than twice as likely to pass standardized achievement tests as students who attend only 85% of the time. Students who are frequently absent may be putting their futures in jeopardy; studies have shown that chronic absenteeism, especially truancy, is highly associated with dropping out of school and has a direct and negative result on student achievement.

Dropouts typically earn \$260,000 *less* than high school graduates do over a lifetime. Please strive to have your children in attendance every school day unless they are sick. We urge you to ensure your child’s best opportunity for educational success by scheduling medical and dental appointments after school hours except in cases of emergency and by scheduling family vacations during school vacation and recess periods.

State law requires that you authorize your child’s absence from school and notify us in advance or at the time of the absence. Your call to us will also help protect your child. If your child is absent and we do not hear from you, we will do our best to contact you by phone the same day that class is missed. Accordingly, it is vital that we have one or more telephone numbers to contact you. If your numbers change, let us know right away. Due to the number of students enrolled in our District, calls may be made by an automated system to ensure we can contact all parents on a timely basis.

State law also mandates that the school record a reason for a child’s absence. Absences are excused only for necessary and important reasons. Such reasons include illness, bereavement, other family emergencies, and observance of religious holidays of the family’s faith.

When a student is or will be absent, the parent must call the school on or before the day of the absence in order to advise the school of the absence and the reason for the absence. If no authorization is received by the end of the missed school day, the absence will be considered unexcused. For absences greater than one (1) day in length, the school should be notified in advance or on each day of the absence. If a parent does not have access to a phone, either at home or at work, a note will be accepted for verification purposes.

If your child is absent on an unexcused basis for ten (10) consecutive school days: state law mandates that your child be automatically withdrawn from enrollment in order to stop state funding. You may then be required to fill out new enrollment documentation upon returning from an absence of such length.

Excessive absences may also affect a student’s eligibility to participate in field trips, extracurricular activities, and sports. In addition, absences can result in discipline and may be considered by a teacher in determining a student’s grade or promoting a student; a student can fail a class or be retained in a grade level due to excessive absences.

Parents are responsible for ensuring that their children attend school. If a student is habitually truant, the parents and student may be cited by the court for truancy. By law, a student is considered habitually truant if absent without excuse for five (5) or more days or if absent, with or without excuse, for 18 or more days.

Chronic Illnesses: In cases where medical documentation can be provided regarding a long-term illness or an ongoing medical condition, parents should contact their school administration regarding the chronic health program.

“Take Your Child to Work Day”: Certain groups promote “Take Your Daughters and Sons to Work” events, usually on a school day in April of each year. In past years, significant numbers of students went to work with their parents on these days, making it very difficult for teachers to provide meaningful activities and negatively impacting instructional benefits for those students absent. As a result, many school Districts and employers in Arizona have been encouraging an alternate day in the summer for these events. By choosing a non-school day for this activity, you will provide your student with two important messages – the value of the workplace and the importance of education in order to succeed in the work place.

Open enrollment students: Those who are frequently absent may lose, at any point in the school year, their open enrollment status. A student will benefit more from attending school regularly somewhere else rather than attending school in our District on an inconsistent basis.

Compulsory Attendance: According to Arizona law, students must be in school until they reach the age of 16 or they successfully complete the 10th grade.

Career and Technical Education

In accordance with SECTION 504 OF THE VOCATIONAL REHABILITATION ACT OF 1973, Amphitheater Public Schools wishes to inform students, parents, employees and the public that it provides an equal opportunity **CAREER AND TECHNICAL EDUCATION** for the high school students of the District. All courses, services, and activities are offered without regard to race, color, religion/religious beliefs, gender, age, national origin, veteran status, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background.

Program areas currently offered include:

Agriscience
Automotive Diesel Technologies
Bioscience
Culinary Arts
Early Childhood Education
Film and TV Production
Music and Audio Production
Photo Design
Sports Medicine
Welding

Architectural Drafting and Design
Automotive Technologies
Construction Technology
Digital Photography
Engineering
Graphic Design
Nursing Services and Healthcare Foundations
Software and App Design
Technical Theatre

Limited English-speaking skills will not be a barrier to admission or participation in Career and Technical Education. The primary requirements for admission are an established interest in pursuing a career in the chosen occupational field and the ability to meet the requirements for entry-level employment in that field of work.

Students with disabilities are encouraged to participate in Career and Technical Education programs in our District. In all cases, accommodations can be made to modify the program or the facility to allow for participation.

Pima Joint Technical Education District

The Pima JTED was established in July 2006 to provide students with expanded Career and Technical Education (CTE) options. JTED provides students with additional CTE program offerings outside of their home high school. JTED partners with the District to provide a diverse offering of courses that provide hands on learning along with rigorous academic content creating college and career ready students.

CTE programs offered through Pima County JTED's central sites include: 3D Animation and Game Design, Information Technology, Health Care Foundations, Health Care Pathway Programs, Personal Assistant Caregiver, Licensed Nursing Assistant, Registered Medical Assistant, Advanced Registered Medical Assistant, Medical Records Technology, Physical Therapy Technician, Cosmetology, Culinary Arts, Early Childhood Education, Automotive Technology, Aviation Technology, Construction Technology, Energy Technology, Heavy Equipment Operations, HVAC, Precision Manufacturing and Mechatronics, Advanced Precision Manufacturing, Veterinary Science, Law, Public Safety, and Security, Fire Service, and Welding.

Cell Phones and Other Electronic Devices

While cell phones provide a convenient means for families to remain in contact, use of them during class time or school activities can be disruptive to the learning process of both the student with the phone and others. Thus, while students may generally carry and use cell phones and other electronic devices such as pagers, handheld games or personal data assistants at school, such devices may not be used in a classroom or anywhere else in a manner which violates the privacy of others or interferes with the District's objective of providing a safe learning environment for all students.

All cell phones and other electronic devices must be turned off and placed in the student's backpack or purse while in a classroom. Schools and teachers may also set additional rules and restrictions on the use of such devices.

Administrators and teachers are authorized to confiscate electronic devices that are used in a classroom or used in any other manner that violates District or school policies. The parent or guardian of a student whose electronic device has been confiscated may recover the item from the school administrator. The District and its schools are not responsible for the loss or theft of personal items and devices.

Child Abuse Reporting

State law pursuant to [A.R.S. §13-3620](#), requires that any school District employee acting in the scope of their employment who develops a reasonable belief that a child is or has been a victim of child abuse to immediately report their belief to Department of Child Safety (DCS) or to the police. “Reasonable belief” requires very little evidence. Although the child abuse reporting law applies most often to an adult physically abusing a child, the law also mandates reports of neglect, sexual abuse, or non-accidental injury, regardless of the age or maturity of the alleged abuser. Thus, a fight between students that results in non-accidental injury to a student will be reported to the police. Likewise, an act of sexual harassment by one student against another that constitutes sexual abuse will be reported to the police for possible criminal charges. On occasions where a school must report possible child abuse, DCS or law enforcement may prohibit the school from informing the parent or guardian of the report for a period of time.

Computer and Internet Use

The use of computers and Internet access by students at school supports the educational mission of the District and enhances our curriculum and learning opportunities for students. All District students may receive instruction via electronic resources.

The paragraphs which follow here are intended to provide students and parents with general guidelines and examples of prohibited uses of District computer equipment. Failure to comply with District rules may result in loss of computer and Internet access privileges, disciplinary action and/or legal action.

The District has implemented technical precautions to restrict student and staff access to controversial or inappropriate materials; however, on a shared network which interacts with the public domain, it is impossible to identify or control all controversial materials. In addition, while efforts are made to supervise student use of the Internet, schools cannot prevent all inappropriate uses, just as it is impossible for parents to do so at home. Student activity in a forum as public and constantly evolving as the internet carries inherent risk of access to objectionable material and communication with persons outside the school. The school also is not responsible for the accuracy or quality of information that students obtain through the Internet.

Student Work Product: Just as student works are often displayed within the school building or at events located off school grounds, student work product may also be posed for display – as an example or to recognize achievement – on a school or the District’s website. Limited information concerning the student (name, age, and grade level) may also be posted with the work. Parents who do not wish a student’s work to be posted on-line, may indicate so through completion of a “Non-Release of Information” form available through the school. A copy of this form is also included in this handbook.

Acceptable Use: In general, a student’s access to the school’s computers, networks, and Internet services should be for educational purposes and research consistent with the school’s educational mission, curriculum, and programs. The same rules governing student conduct, communications, and behavior in the Code of Conduct contained in this handbook also apply to student use of computers and the Internet. Students are also expected to comply with all directives from the teacher or staff when using computers.

Prohibited Uses: Unacceptable uses that are expressly prohibited include, but are not limited to, the following:

Accessing, submitting, transmitting, posting, publishing, forwarding, downloading, scanning or displaying materials that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal.

Using the school's computers, networks, and Internet services for any illegal activity or activity that violates other Governing Board policies, procedures, and/or school rules, attempting to make unauthorized access to any Amphitheater Information System by trying to bypass the firewall and district servers, and/or access proxy accounts.

3. Copying or downloading copyrighted materials without the express authorization of the student's teacher or school administrator.
4. Plagiarism -- Representing as one's own work any materials obtained on the Internet (such as term papers, articles, etc.). When using Internet sources in student work, the author, publisher or web site, such as AI software, must be identified and cited.
5. Downloading or installing software without the permission of the student's teacher or school administrator.
6. Purposefully causing disruption or harm to the school's computers, networks or Internet services, including, but not limited to, hacking and creating or uploading computer viruses.
7. Accessing communication forums methods, such as chat rooms, social networks, instant messaging or e-mail without authorization from a teacher or other staff member.

No Expectation of Privacy. In order to maintain school and student safety, the District retains full control, custody, and supervision of all computers, networks, and Internet services owned or leased by the District. The District and its schools also reserve the right to monitor all computer and Internet activity by students. Students have no expectation of privacy in their use of school-owned computers.

Student Security. Students must be instructed and occasionally reminded that they should never reveal their full name, picture, address, or telephone number on the Internet without prior permission -- from a supervising teacher and or their parent. Students should also never meet people they have contacted through the Internet without parental permission. Students should inform their teacher or school administrator if they ever receive e-mails, information, or messages that seem threatening, inappropriate or make them uncomfortable in any way.

Costs and Charges

The District provides a free, appropriate public education to all enrolled students. There are no costs that a parent is required to pay in order to attend District schools. When students seek to enroll in a school, they may receive a list of required and non-required materials and supplies. Parents who are able to provide these materials for their student are urged to do so to maximize the use of school funds for other instructional purposes. No student will be denied an education if the parent is unable to provide those materials and supplies, however.

Basic course materials, identification cards, and some lockers may also be required and are provided free of charge. Some lockers and locks, activity cards, parking permits, yearbooks, and supplemental course materials and services are not required and are therefore not provided free of charge. A reasonable fee may apply.

While textbooks are provided at no cost to students, students and their parents are required to pay for any lost or damaged textbooks and/or other course materials. If students do not pay for lost or damaged materials, they may not be allowed to participate in extracurricular activities or other events such as graduation exercises.

Crisis and Emergency Plans

Every school in the Amphitheater School District has emergency and crisis plans to respond to unforeseen events. The plans include responses to a variety of scenarios along with lockdown and evacuation procedures and provide for cooperation with appropriate emergency responders. To protect against their misuse by individuals with harmful or disruptive intentions, these plans are not released to the public. This helps ensure their effectiveness on the rare and unlikely occasion that they must be implemented.

Where an emergency at a school site occurs, our first priority is to ensure the safety of our students. Given the staff and effort required to supervise what can be more than two thousand students at a school when a crisis develops, immediate communication with parents may not be possible. We strive, however, to communicate with you within one school day when a situation has taken place.

Custody Matters

In cases where custody matters affect a child attending school in the District, the child's school will follow the most recent (complete court and signed) order which is on file with the District. It is the responsibility of the custodial parent, or of parents having joint custody, to provide the District with the most recent court order.

Parents should also be consistent in their direction to school staff regarding custody matters; direction which contradicts court orders or which varies frequently can result in confusion and misunderstanding that often leads to concern and upset for the parties involved.

Parents should understand that school employees do not wish to be and cannot be placed in the middle of custody disputes which are private family matters. If a parent desires a school employee to testify in a family law matter, a subpoena for attendance of the employee will be required. School employees, as public employees hired to serve students, may not be used as expert witnesses in court matters unless specifically retained for that purpose while they are not on duty for the District.

Visitation: Non-custodial parents are urged to arrange visitation outside of school time to ensure that a student's full attention may be focused on their instructional program and activities.

Dress Code/Grooming

While the District recognizes that student dress and grooming are often matters of personal choice and expression, there is a relationship between student dress and such matters as individual and collective student achievement, school pride, school safety, and the accomplishment of educational objectives. Accordingly, policy and regulations prohibit student dress or grooming that, in the judgment of the school administration:

- presents a hazard to the health, safety or general welfare of students, staff, or others;
- interferes with or disrupts the educational environment or process;
- produces disorder in the educational process;
- creates an atmosphere of threat, intimidation, or undue pressure;
- causes excessive wear or damage to school property;
- represents membership in, or support of, a gang; or
- displays obscene language or symbols, or symbols of sex, drugs, or alcohol.

More detail concerning the District's standards for dress and grooming are found in the Student Dress Code contained in this handbook.

Footwear and Safety Dress: Footwear must be worn at all times. In addition, students must comply with safety dress requirements for specific classes such as vocational courses, life physical education, and chemistry.

Gang-Related Apparel/Grooming: The District desires to keep schools and students free from the threat of harmful influences by any group or illegal gang that advocates drug use, crime, or disruptive behavior. Therefore, the presence of any apparel, jewelry, accessory, tattoos, symbols, or manner of dress or grooming that by virtue of its color, arrangement, trademark, symbol, or any other attribute, denotes or implies membership in or affiliation with such a group is prohibited because of the potential disruption of the educational process or threat to the safety of the other students which the same represents.

Enforcement: In addition to disciplinary action which may be imposed against students who violate the District's dress code, students, or their parents may also be asked to do any of the following:

- Turn inappropriate clothing inside out.
- Change into clothing that may be provided by the school.
- Have other clothing brought to school.
- Remove the accessory.
- Cover the offending markings or symbols.

Clothing Bank: Parents who may be experiencing financial difficulties and may be unable to obtain sufficient clothing for their student may be eligible for free clothing offered by the Amphitheater Foundation Clothing Bank. A referral to the Clothing Bank from your school is

required and may be obtained on a confidential basis through your school administrator or Health Office.

Eligibility -- Extra-Curricular Activities

The primary function of this school District is to support student academic achievement. In pursuit of that goal, the District recognizes that a well-rounded educational experience includes extracurricular interests and athletic activities. However, academics must take priority, therefore, the District and its schools have set eligibility requirements for student participation in extracurricular pursuits.

Participation in interscholastic athletics and other activities is a privilege and not a right.

Students who fail to maintain academic qualification for extracurricular participation will be suspended from that activity until academic eligibility is attained.

Students who violate District and/or school rules, particularly where student and school safety may be affected, may be summarily removed from participation in extracurricular programs and activities.

Please refer to your student's school handbook for further information regarding extracurricular activities' academic and behavioral expectations. For students in grades 7-12, very detailed rules apply and are available through your school, coach, or activity sponsor.

Zero tolerance "24/7" policy: The District maintains a **zero tolerance "24/7" policy** on the use of tobacco, drugs or alcohol by interscholastic activity participants. Any participant who uses, possesses or transfers tobacco, alcohol or drugs at any time during a season will be immediately removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

Academic Eligibility: Student athletes in grades 7-12 must pass all classes in which they are enrolled in order to participate in extra-curricular activities. Students receiving grades at a nine-week quarter of "I" (incomplete), "F" (failing), "NC" (no credit or no-completion), "NM" (no mark), "U" (unsatisfactory), or students earning a total grade point average of less than 2.0 on the 4.0 scale for the nine week quarter will be ineligible to participate in athletics. Students losing their eligibility at the quarter will be monitored to determine if eligibility can be re-established, which cannot occur for at least four and a half (4.5) weeks. Activities that are part of a credit bearing class are not affected by the eligibility restrictions.

Field Trips

The District values field trips which relate to the curriculum and instructional program of the District. Schools have limited funding for field trips and may charge for extracurricular field trips.

Parental permission is required for field trips which extend beyond the Tucson metropolitan area, or which will involve community service duties, or which will occur outside of normal school hours. Teacher or other certificated personnel supervision is always provided by the District for field trips, but parent chaperones are also sometimes required, as circumstances

and space permit. Only students who are approved for a particular activity and their assigned sponsors, teachers, coaches, and District-approved chaperones may participate in field trips. Due to liability and funding factors, friends and family of students are not permitted to participate in field trips unless they are doing so as school-approved chaperones.

Private transportation. Parents who wish to transport their own child on any such school-sponsored trip rather than sending the student on District transportation will be required to make prior arrangements with the school. Before a student will be permitted to participate in a field trip, but travel with a parent privately, the parent will be required to sign an acknowledgement indicating that they will transport the student.

Food in Classrooms

Food brought into the classroom for classroom parties must come from a commercial source and cannot be homemade. Items must provide a list of ingredients and should be individually wrapped to avoid barehand contact with the food. If the items are not individually wrapped, such as cookies or cupcakes from a bakery, an adult wearing disposable gloves must serve the food.

With the exception of classroom parties, food provided to students in grades Kindergarten through 8th, must meet Arizona Nutrition Standards provided by the Arizona Department of Education. Details on the nutrition standards are available from your child's school or at the [AZ Department of Education Health & Nutrition Services website](#).

Free and Reduced Meal Program

The Amphitheater School District offers healthy meals during the school day to all enrolled students. Children who qualify under the U.S. Department of Agriculture guidelines may receive meals free or at a reduced price. All meals served must meet nutrition standards established by the U.S. Department of Agriculture. If a child has a disability, as determined by a doctor or an authorized medical authority, and the disability prevents the child from eating the regular school meal, the school will make substitutions prescribed by the doctor. If a substitution is prescribed, there will be no extra charge for the meal. Please note the school is not required to make a substitution for a food allergy, unless it meets the definition of disability. A student whose allergies are determined, as a result of an evaluation, to have a physical or mental impairment that substantially limits one or more major life activity, such as breathing, will qualify for coverage under Section 504 of the Rehabilitation Act. A parent/guardian may obtain a Special Diet Modification Form by sending a request to the school nurse or by emailing the Food Service department at AmphiFoodService@amphi.com.

Your child can get free school meals if you receive benefits from the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or from the Food Distribution Program on Indian Reservations (FDPIR). If your total household income is the same or below the federal income guidelines for the size of your household, your child can either get meals free or at a reduced price. Children participating in a Head Start Program, foster children, and those who meet the definition of homeless, runaway, or migrant are also eligible for free meals.

The following list of frequently asked questions may provide you with information you may need concerning the school meal programs.

How do I get free or reduced price school meals for my child? Families must apply for meal benefits for their children who attend schools that do not participate in The Community Eligibility Provision (CEP).

- 1.If your child(ren) attend a school participating in the CEP program, they will automatically receive free school meals, including breakfast and lunch.
- 2.If your child(ren) attend a school that does not participate in the CEP program, a meal application form must be submitted.

- **The fastest and most accurate method is to apply online at [LINQ Connect](#). Online applications can be processed the next day.**
- **If you do not have access to a computer, you may also apply by completing the Meal Benefit Form and return it to your child’s school or the Food Service Department. Paper applications can take up to 10 business days to process.**
 - The Meal Benefit Form is available from your child’s school cafeteria or from the District’s Food Service Department. Please request a meal benefits application by emailing AmphiFoodService@amphi.com or pick up an application at the Food Service office located at 200 E. Roger Road, Tucson, Arizona 85705. For questions, please call (520) 696-5133.

Should I fill out a meal application if my child(ren) attend a CEP participating school?

A meal application is not required. However, we ask that parents fill out a Household Income Form to help schools secure program funding. Instruction on how to complete a Household Income Form will be posted on the [Amphi Food Service Department webpage](#).

How do I know if my child(ren’s) school participates in the CEP program?

Schools that have been approved to participate in the CEP program can be found on the [Amphi Food Service Department webpage](#).

Please note:

- **If a family has a student that attends a CEP school and has another student that attends a school that is non-CEP, a meal application must be completed for the student(s) that attends the non-CEP school in order for the student(s) to receive free or reduced-price meals.**
- **When children from schools participating in CEP move to a non-CEP school, their eligibility for free reimbursable meals will carry over for up to 30 days or until a new eligibility determination is made for the current school year, whichever comes first. Parents should fill out an online meal application within the 30day time period.**

Will the form be verified? Your eligibility may be checked at any time during the school year. School officials may ask you to send written evidence of household income to show that your child does qualify for free or reduced price school meals.

What if my household income exceeds the federal guidelines, but I feel my child should receive free or reduced cost meals? The income guidelines are set by the federal government and must be adhered to. The District cannot grant free or reduced meals to households that do not meet the guidelines.

Can I appeal the decision on my application for free or reduced lunch? You may contact District Food Service Department officials by calling (520) 696-5133 if you do not agree with

the decision on your form. You also may ask for a hearing by writing to: The Director of Food Services, 200 E. Roger Road, Tucson, Arizona 85705.

Must I report changes in my income or household? Once a child is determined eligible for free or reduced price meals, eligibility remains in effect for the remainder of the school year and for up to 30 operating days into the next school year. For more information, visit the [USDA Food and Nutrition Service webpage](#).

Will the information I provide to the District on my free and reduced meal application form be kept confidential? We will use the information on your form to determine if your child qualifies for free or reduced price meals. We may disclose eligibility information, without prior written consent, to officials connected with programs under the National School Lunch Act or Child Nutrition Act and to other federal or state educational agencies and programs to help determine whether you may also qualify for benefits under those programs. We may also inform other child nutrition, health, and education programs of the information on your form for funding and/or evaluation purposes. Disclosure of confidential eligibility information outside these programs is permitted only with written consent of the participants' parent or legal guardian.

Must I apply now or can I apply later for free and reduced price meals? You may apply for free and reduced price meals at any time during the school year. If you are not eligible now but have a change, like a decrease in household income, an increase in household size, become unemployed, or begin receiving benefits from the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or Food Distribution Program on Indian Reservations (FDPIR), you may complete a form then.

All applicants under the plan will receive notice as to whether or not their application is approved.

Homelessness

The McKinney-Vento Act identifies homeless students as “Children who lack a fixed, regular and adequate nighttime residence” due to loss of housing, economic hardship, or a similar reason. This includes preschool students and school-aged children, as well as youth living on their own (unaccompanied youth not in the custody of a parent or guardian).

We are committed to ensuring that students experiencing homelessness in the Amphitheater community have equal access to the same free, appropriate public education as provided to all students in our District, and we will work to eliminate barriers to their enrollment. Homeless students are never singled out or separated from other students on the basis of their homelessness. Students and their families who are struggling with homelessness and/or who experience any difficulty obtaining access to education or other District services are encouraged to contact the District's McKinney-Vento Liaison at (520) 696-5061. You may also be referred to the Liaison by school personnel.

Immunizations

Arizona law requires documentary proof of immunity against certain childhood diseases for students attending Arizona schools for the first time. Students subject to this requirement who lack documentary proof of immunizations may enroll but cannot be permitted to attend classes

until the requisite proof is provided. If required immunizations become due during a student's enrollment in a given school year, failure to promptly provide proof of compliance will result in automatic exclusion from school until compliance occurs, in accordance with state law. Parents are reminded that due to the public health matters involved, the District cannot violate state law by permitting children who are not in compliance to attend school. Requirements for obtaining an exemption from immunization requirements for medical reasons or due to personal beliefs are available from the school nurse or health office. (See, [A.R.S. §15-873](#).) Students who are exempted from compliance will, however, be excluded from school if there is an outbreak of an illness for which they have not been immunized.

Insurance

The District does not maintain insurance for student medical or dental costs if the student is injured during school activities or while on school premises. Parents are responsible for securing insurance coverage for their children.

In the event of an emergency, whether a student has insurance or not, the school may call 911 and emergency services may respond, to include a student's transport by ambulance to a hospital. The school has no responsibility to pay for these services; they are the responsibility of the parent/guardian.

Interpretation and Translation Services

The District will provide interpretation services so that all parents can participate meaningfully in meetings and conferences regarding their children's education. Please contact your child's school to request these services. Parents can also request translations of District documents by contacting their school office.

Law Enforcement

On occasion, law enforcement officers will visit a school site to request an interview with a student regarding a criminal investigation. Where child abuse or abandonment is involved, the officer is permitted to investigate the alleged victim of abuse as well as any sibling of the victim or other child residing with the victim. See "Child Abuse Reporting" above.

Non-School Related Matters. If a police officer enters the campus requesting to interview a student attending the school on an issue that is not school related, the interview will generally not be permitted at school unless the parent provides consent. If the officer directs that parents are not to be contacted because the interview is related to criminal activity of the parent(s)/guardian, the school official will allow the interview. Otherwise, the parent will be contacted and will be asked if he/she agrees to the student being interviewed. If the parent consents, the parent will be requested to be present or to authorize the interview in their absence. Where an attempt was made and the parent(s) cannot be reached, the peace officer will be requested to contact the parent(s) and arrange to question the student at another time and place.

School Related & Student Safety Matters. The safety of the student population is of paramount concern. When a police officer is present on the campus to interview students at the request of school authorities or due to concerns for the safety of the students in the school population, parental contact is required only if the student is taken into custody or following the determination that the student may be subject to discipline for a serious offense. School

Resource Officers (SRO's) present at the request of the school for the continued maintenance of school safety and order, may also interview students as necessary regarding school related issues as determined by school officials; again, parents need only be contacted if the student is to be taken into custody or if the student is subject to discipline for a serious offense.

Media

The news media frequently cover the positive events, people, and activities at our schools. Your child may be interviewed, recorded, photographed, or videotaped by the media or District staff for a story in the newspaper, radio, or television. In some cases, photos and videos may be placed on the Internet for public access by the media. As described in greater detail in this handbook above, you can choose to prohibit District/media coverage of your child in advance by completing a "Non-Release of Information" form and submitting it to the school office. The form is available from your school and must be submitted each year. A copy of this form is included in this handbook.

Medications

The presence of medications in the schools can present a risk to student safety. Students have been injured or have become ill when other student inappropriately shared their medication with them. Consequently, the District must impose restrictions on the presence of prescription and over the counter medications in schools. Students who do not follow school District rules on concerning the possession and use of legal medications at school are subject to discipline which can include long term suspension or expulsion. Parents are urged, for the safety of their children and others, to ensure compliance with these rules as well.

When it is necessary for a student to take medication during school hours, school personnel may assist if the following conditions are met:

- The medication must be prescribed by a physician.
- The parent or guardian must provide written permission for school personnel to administer the medicine to the student. *Appropriate forms are available from the school office.*
- The medication must come to the school office in the prescription container provided by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given and must match the prescription container.
- An administrator may designate a school employee to administer the medication.
- Each administration of prescription drugs will be documented, recording that the student received the medication.
- Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration of prescription medication: When a physician feels it is necessary for the student to carry and self-administer medication, the physician shall provide written recommendations to be attached to the signed parent permission form. In the case of medication for diagnosed anaphylaxis (for example, Epi-Sticks), insulin/glycogen and handheld inhaler devices for breathing disorders, a physician's written recommendations are not required. In these cases, the student's name on the prescription label is sufficient proof of the physician's recommendation; however, the parent or guardian must provide written permission for a student to self-administer and carry the medication. *Appropriate forms are available from the school office.*

Over-the-counter medication: When it is necessary for a student to receive a medicine at school that is sold, offered, promoted, and advertised to the general public without a prescription, the following procedure has been established to ensure the protection of the school and the student:

- The parent or guardian must provide written permission for the administration of specific over-the-counter drugs.
- Over-the-counter medicine must be provided by the parent to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked. An administrator may designate a school employee to administer a specific over-the-counter drug.
- Each instance of the administration of an over-the-counter drug will be documented.
- Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration of over-the-counter medication: With the exception of cough drops and sunscreen, a student's possession of over-the-counter medication at school is prohibited and is grounds for discipline. Students should instead leave all medications with the school office as described above. The school principal is authorized to make exceptions to this rule on a very limited basis. In these cases, all of the following rules apply:

- A signed and verified physician's statement must document the necessity for a student to self-administer the over-the-counter medicine and must be attached to the parent or guardian permission form, indicating the specific drug or medicine.
- The parent or guardian must provide written permission to the school office for the student to self-administer a specific over-the-counter drug ("pain reliever" is insufficient; specificity such as "200 mg. ibuprofen" or "400 mg Tylenol" is required). *Appropriate forms are available from the school office.*
- The student and parent must receive written permission from the principal or other administrator to be in possession of and self-administer the medication.
- The over-the-counter medicine sent by the parent must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.
- The student must take extraordinary precautions to keep the medication secure and under no circumstances shall make it available or provide it to another person. The student must also *immediately* report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

Online Blended Learning Opportunities

Amphitheater School District recognizes that the traditional school program may not meet the needs, expectations, or desires of some families and that both students and their parents may be looking for a new or different learning option.

Amphi Academy Online is an online learning opportunity for students who prefer to attend classes online and an alternative for students who are long-term suspended. Parents will have the option to checkout a loaner Chromebook. Parents will be responsible for having reliable internet access for their students to access the online curriculum.

Students in the Amphi Academy Online complete their coursework online. Amphi Academy faculty and staff monitor student progress through the learning management system. If students are not making adequate progress or are struggling with assignments, tests and grades, they may also participate in scheduled online tutorial sessions. Students may be required to participate in tutorial sessions if they are not making satisfactory academic progress or are not maintaining grades of “C” or better. This requirement is set in place to ensure that students are working the required number of hours per day, meeting established timelines, and fulfilling all course requirements. Amphi Academy staff may contact students and parents via computer, email, or phone. If you have questions about this option, please speak with your Principal or send an email to answers@amphi.com to be connected with a District staff member who can assist you.

Open Enrollment

The Amphitheater Unified School District has an open enrollment policy consistent with Arizona state law. Information about open enrollment is available on the “Open Enrollment” page of the District website at www.amphi.com or at each school site. Parents may pick up open enrollment applications at each school at any time. Opportunity for open enrollment at any school site is dependent upon capacity to accept students from other Districts or in-District attendance areas only after ensuring enrollment from within the school’s own attendance area can be served. Approval remains in effect for as long as the student remains, without a break in school attendance, at that school’s feeder pattern.

By signing the Open Enrollment application, the student and parent agree to comply with all the policies and regulations of the District and rules of the receiving school, including standards for academic effort, conduct, and attendance. Transfers may be revoked by the school principal if policies and regulations for discipline and attendance are violated.

Pesticides

Schools periodically apply pesticides, after providing both oral and written notice of the intent to do so. All oral and written notifications will contain, at a minimum, the date, time, general areas to be treated, and brand name of the pesticide to be applied. While school is in session, notice will be provided at least 48 hours in advance. Oral notice to students will be provided by means of school public address system announcements, assembly or classroom announcements. Written notice to parents will be provided by means of school lunch menus, special communications, newsletters, or similar means. Notice will also be posted at least 48 hours in advance of application at the main entrance to all buildings where pesticide is to be applied or on playing fields where pesticide is to be applied. Posted signs may not be removed earlier than 48 hours after the pesticide is applied. Specific information concerning the treatments which are applied may be obtained by calling your school office.

Policies

Interested persons may review District policies and regulations in their entirety at each school within the District. They are available in the office of each school principal and are also in each school’s library. You may also review District Policies and regulations through the [“Policy Manual”](#) on the District’s website.

Product Sales

Because students and staff are at school for the purposes of learning and working, respectively, the District generally prohibits their solicitation by third parties seeking to sell products or services. Groups permitted to sell products on campus must be an officially recognized school organization and must have the sale approved by the principal and/or student council. Where a student group conducts such a sale, all funds collected must be deposited in the school's student funds account for the student club involved. Where a parent-teacher organization or booster group conducts a sale, prior authorization, and compliance with District financial procedures is also required. Under state law, when students participate in fund-raising efforts conducted by school support organizations, resulting revenues must be shared with student groups in proportion to their level of effort and support.

Skateboards, Skates, and Rollerblades

For the safety and well-being of students, faculty and others, students are prohibited from using scooters, skateboards, roller blades/shoes, or similar devices on campus at any time, unless as part of an established and supervised classroom activity. Violation of this rule will subject the student to discipline, and the unauthorized use of District premises by students for these purposes may also be considered trespassing.

Search and Seizure

School administrators have the right to search students and seize property, when they have a reasonable suspicion that the search will produce evidence that the student has violated the law or the rules of the school/District, or when they have reasonable suspicion that the student may have material harmful or detrimental to the health, safety and/or welfare of students. Any search conducted on this basis will be reasonable in scope and not excessively intrusive on the student, given the student's age, sex, and other factors, including the nature of the infraction.

School-Provided Storage Space: Storage areas provided to students by a school such as lockers, desks, cabinets or "cubbies", are provided only as a convenience to students, and always remain the property of the school. These storage areas are subject to school control and supervision. Students have no reasonable expectation of privacy in these spaces. School officials may therefore randomly inspect these spaces at any time, with or without reason, without notice, without student consent, and without a search warrant. Students who accept lockers or desks assume full responsibility for the security of their lockers, desks, etc. Whenever a student is required to or exercises an option of providing his or her own lock to secure a school-provided storage space, the student must provide the combination or key to the school authority that issued the storage space when requested. Failure to do so will result in the lock being cut.

Student's Person and Personal Belongings: Students have a reasonable expectation of privacy in the personal belongings they carry with them or in items such as backpacks and purses. However, the search of a backpack, purse, or similar item at school is permissible when school authorities have a reasonable suspicion that the search will produce evidence that the student has violated or is violating the law or the rules of the school/District. Searches of a student's person are also permitted, based upon reasonable suspicion. Such searches may include a request to empty one's pockets or a request to remove outer garments, such as

jackets or sweaters, but such a search will not include removal of other clothing by school officials. Strip searches are prohibited.

Seclusion/Restraint

The seclusion or physical restraint of students is discouraged by Governing Board policy. In the extremely rare circumstance where seclusion or physical restraint of a student is an appropriate method for addressing an individual student's behavioral issues, advance parental permission will be required, absent an imminent risk of harm to the student or others. Parental notification will occur after the event.

Staff Qualification Information

The District is proud of its high caliber staff. Résumés describing educational background and teaching experience are maintained for all teachers and other instructional personnel. If you wish to review the résumés for your child's teachers or obtain any of the information described above, contact the school office where your child is enrolled.

Telephone Messages

Due to the limited staff available at a school, as well as the disruptive impact on staff, instruction and school operations, the delivery of telephone messages to students cannot be assured and should be minimized, except in emergencies.

Travel Reduction

The Amphitheater School District supports alternative modes of transportation such as carpooling, bicycling, and riding Sun Tran to minimize vehicle congestion on our streets and school campuses. For more information, call (520) 792-1093.

Universal Precautions (Communicable/Infectious Diseases)

Due to communicable diseases such as HIV and hepatitis, the District has instituted "universal precautions" which are recommended by the Center for Disease Control. To safeguard students and staff, school-based employees regard all body fluids as potentially infectious. They are trained to avoid direct contact, if possible, to wear gloves if necessary, to wash hands thoroughly, and to report injuries to the nurse immediately. Students are not to touch blood or body fluids and should seek adults for assistance.

Vandalism & Parental Liability

Students are expected to treat their school with respect. Vandalism and defacement of school property disrupts the orderly operations of the school and can negatively impact school climate and student body access to and use of facilities. We want all students to be able to enjoy the buildings, grounds, and equipment which our taxpayers provide.

Under Arizona law, parents of minors who cut, deface, or otherwise damage any school property shall be liable for all damages caused by their children. See, [A.R.S. §12-661](#).

Visitors to Schools

We encourage you to visit your child's school. For the safety of all our students and staff, however, we do require that you and all other visitors report to the school office upon arrival on campus if you visit during the school day. Visitors are generally expected to sign in and wear a visitor's badge. Visitors who fail to comply with the requirement to register and obtain a visitor badge may be in violation of criminal trespass laws, student behavioral expectations, or both. See [A.R.S. §13-1502\(A\)\(1\)](#). Parents and others must comply with directions from the principal and teachers when visiting. If you wish to meet with your child's teacher or school administrator, please make prior arrangements to avoid conflicts with school activities and instructional program schedules.

Third Party Visitors: Students from other schools are not allowed to visit other school campuses during the school day unless they are participating in an official school or District event.

We understand that students may require social services. However, given the limited resources and instructional time available to our schools, schools should be preserved as places of student learning. Therefore, external social service providers seeking to visit and provide services or treatment to students are better met in other settings outside our schools. Those services are more properly provided in the third party's own facilities, under the supervision and direction of the parent or guardian. Where appropriate, necessary, and properly authorized by the school principal, a third party may simply observe a student from a suitable distance so as not to interrupt the instruction of that student or others. Please review Governing Board Policy KFA on the next page.

Volunteers

The District is fortunate to be supported by the invaluable assistance of volunteers throughout the District and from every walk of life. Under Arizona law, all volunteers must be fingerprinted and cleared to work with students. Exceptions apply for student volunteers and parents of children in the District. Costs for fingerprinting of volunteers are paid by the District.

Governing Board Policy KFA **PUBLIC CONDUCT ON SCHOOL PROPERTY**

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
 - Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
 - Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in [A.R.S. 13-2911](#).

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.

- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

Additional Requirements of the General Public

The definition of *general public* is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to [A.R.S. 13-2911](#) and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.
- No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle

We are very excited to have a wide range of technologies available for our students. The internet and any devices (personal or school owned) utilizing our network are intended to support the educational objectives of Amphitheater Public Schools. Use of these technologies is a privilege, not a right. You need to know there are some important rules and guidelines to follow.

Amphitheater Public Schools Technology Values

We value **Communication**

Therefore, I will:

- make appropriate decisions when communicating.
- participate in collaboration.
- think before I post.

We value **Privacy & Safety**

Therefore, I will:

- secure my personal information.
- be aware that anything I do electronically is not private and can be monitored.
- report any cyberbullying.

We value **Learning**

Therefore, I will:

- do my best.
- have a positive attitude.
- explore using appropriate resources. I will not use nonacademic search words.

We value **Respect**

Therefore, I will:

- follow copyright rules.
- respond thoughtfully to other people’s ideas.
- take proper care of all equipment.

Parent Resources

ACT Aspire and ACT ACT Aspire (Grade 9) ACT (Grade 11) Sample Tests and Resources	Arizona’s Academic Standards Assessments (AASA) Grades 3 – 8 Sample Tests and Resources
FAFSA: Preparing for Post-High School Education FAFSA Information and Resources	Infinite Campus Parent and Student Portal
REACH Gifted Education Resources Information and Resources	

Acceptable Use Policy

We are very excited to have a wide range of technologies available for our secondary students. The internet and any devices (personal or school owned) utilizing our network are intended to support the educational objectives of Amphitheater Public Schools. Use of these technologies is a privilege, not a right. You need to know there are important rules and guidelines to follow.

1. Communication

I will make appropriate decisions when communicating and will not send or share mean or inappropriate content. I will participate in collaboration while using effective participation skills. I will be mindful of what I post and not use profanity or any language that is offensive to anyone.

2. Privacy & Safety

I will secure personal information about family, faculty, or myself. This includes passwords, home addresses, phone numbers, ages, and birth dates. I will be aware that anything I do online or electronically is not private and can be monitored. I will seek help if I feel unsafe, bullied, or witness any form of unkind behavior including cyberbullying.

3. Learning

I will do my best. I will have a positive attitude and be willing to explore different technologies. I understand some sites are inappropriate and I will not search for words that are not related to my academics. I will evaluate the validity of information presented as I explore online and understand that not everything online is true.

4. Respect

I will follow all copyright rules and give credit when needed. This includes documenting and properly citing all information acquired through online sources including but not limited to images, videos, and music. I will respond thoughtfully to the opinions, ideas, and values of others. I will take proper care of all equipment including district provided, my personal device, and the personal devices of others. I will report misuse and/or inappropriate content to my teachers and adults.

5. Use of technology – the District’s and personal

The Children’s Internet Protection Act is a federal law which requires the District to “block” inappropriate searches/sites from students. I understand that law and will work effectively within it by searching only for appropriate sites whether using the district’s technology or my own personal device. I will use only my credentials to sign into the internet.

6. Misuse of technology

This section contains significant information related to discipline included in the Code of Conduct.

STUDENTS MUST NOT:

- Attempt to make unauthorized access to any Amphitheater Information System by trying to bypass the firewall and district servers.
- Access proxy accounts.
- Set up vpn.

- Conduct criminal, illegal, or gang related activities or searches.
- Cyberbully or to send threatening or harassing messages.
- Search for or post obscene, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or pictures.
- Post false or defamatory information about a person or organization.
- Attempt to disrupt or modify the Amphitheater Information System or data by spreading viruses or by any other means.
- Create a disruption in class, on the campus, or at any school related activity.

**THE FOLLOWING FORMS ARE
PROVIDED FOR YOUR CONVENIENCE**

**COPIES ARE AVAILABLE
AT YOUR SCHOOL**

Non-Release of Information Designation of Directory Information

During the school year, District staff members may compile non-confidential student directory information such as:

- The student's name.
- The student's date and place of birth.
- The student's class designation (i.e., first grade, eighth grade, etc.).
- The student's extracurricular participation, i.e. sports, band, clubs.
- The student's achievement awards and honors.
- The student's major field of study, if any.
- The student's weight and height, if a member of an athletic team.
- The student's photograph (such as may be provided for yearbook use).
- The school/school District the student attended before enrollment in the District.

According to state and federal law, this directory information identified above may be publicly released without permission of parents or students who have reached majority age (19). This is often the case in yearbooks and school programs. If you do not wish any or all of the above information about your child/you released, you must check the appropriate boxes above, the box below, complete this form, **and** return it to your school principal within ten (10) school days.

I have checked boxes (above) for the information that I do **not** want released concerning my student/me. I understand that this will preclude the use of this information for many purposes, including yearbooks, activity programs, school and class rosters and other publications or documents.

Posting or Publication of Student Works. The District frequently celebrates and highlights student achievements and projects by displaying them in schools, at public events, in public locations, and on the District or school websites. Students are generally proud when their accomplishments are celebrated in this manner. If you do not wish any of your student's works or accomplishments displayed, please check the box below:

I do **not** want my child's works posted, displayed or published in any way.

Special Rule on Address and Phone Number: Normally, the District does not release a student's address and/or telephone number publicly: Exceptions to this rule are made where required by law or in the event of an emergency. In addition, the District will release student and parent addresses and phone numbers to college and university recruitment officials. Finally, federal law requires the District to release student names, addresses, and telephone numbers to U.S. Armed Forces recruitment officers, unless you specifically prohibit the same below.

I wish to prohibit the release of my student's/my name, address and telephone number to college and university recruitment officials.

I wish to prohibit the release of my student's/my name, address and telephone number to U.S. Armed Forces recruitment officers.

(Please print student's name)

(Parent/Guardian/Student of 19 years or more signature)

(Date)

If the school principal does not receive this form from you within ten (10) days, we will release student record information as described above.

Please note: a copy of this form is available at your child's school office.

STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING
COMPLAINT FORM

(To be filed with any School District employee who will forward this document to the principal or the principal's designee)

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____ E-mail address _____

I wish to complain against:

Name of person(s) _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. *Be sure to include all relevant dates, times, and places.* Additional pages may be attached if necessary.

If there is anyone who could provide more information regarding this complaint, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

The projected solution:

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify this information is correct to the best of my knowledge.

Signature of Complainant _____ Date _____

Document received by _____ 276 _____ Date _____

Investigating official _____ Date _____
(Attach notes and details from investigations)

STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING

(To be displayed in school buildings and in student handbooks)

The Governing Board of the Amphitheater School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying in any form will not be tolerated.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting, and
- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim, while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied or suspect another student is bullied should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

Students found to be bullying others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

HAZING

***File with a school administrator, the administrator's supervisor,
or a professional staff member***

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____ E-mail address _____

Report/Complaint:

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident. *Be sure to note relevant dates, times, and places.* Additional pages may be attached if necessary.

Date/Location of the incident being reported:

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
------	---------	------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

The projected solution:

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Student _____ Date _____

Staff member receiving initial complaint _____

Date complaint received _____

HAZING

(To be displayed in school buildings and placed in student handbooks)

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to schools within twelve (12) calendar months. For purposes of this policy a person as specified above shall be considered a "student" until graduation, transfer, promotion or withdrawal from the school.

Definitions

"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Directions

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing. In accord with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.
- All students, teachers and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this policy.

Reporting/Complaint Procedure

Students and others may report hazing to any professional staff member. Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accord with School policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing which includes possible child abuse or violations of statutes known to the staff member shall be treated in accord with statutory requirements and be reported to a law enforcement agency.

A person who complains or reports regarding hazing may complain or report directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum the report/complaint shall be put in writing containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the time line may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported the incident at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the Superintendent.

All violations of this policy shall be treated in accord with the appropriate procedures and penalties provided for in School policies related to the conduct and discipline of students, staff, and others.

**STUDENT CONCERNS, COMPLAINTS,
AND GRIEVANCES**

COMPLAINT FORM

**(To be filed with a school administrator or the administrator's immediate supervisor, or a school staff member who will forward this form to the school administrator or the administrator's immediate supervisor)
*Additional pages may be attached if more space is needed.***

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

E-mail address _____

I wish to complain against:

Name of person, school (department), program, or activity

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. *Be sure to note all relevant dates, times, and places.*

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

Date Signed

Administrator or professional staff member
receiving initial complaint

Date initial complaint received

The investigator shall give one (1) copy to the complainant and retain one (1) copy for the file.

***REVERSE THIS BOOKLET
FOR THE
STUDENT CODE OF CONDUCT***

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PARENT INFORMATION

Student Rights

Due Process For Students

Any student whose behavior may warrant suspension or expulsion under the Student Code of Conduct will be provided due process prior to the implementation of the suspension or expulsion. This is a legal safeguard that protects the rights of students and their parents and is constitutionally guaranteed.

Due process steps include:

- Oral or written notice of the charges presented to the student;
- An opportunity for the student to present the student's side of the story in an informal or formal hearing or meeting, as applicable;
- The right to be represented by legal counsel or other party at the student's or parent's(s') expense;
- The allowance, for safety purposes, for a student to be removed from the school prior to an informal hearing, with that hearing to follow as soon as practical;
- Adequate notification of a hearing to the student and parent;
- An opportunity for a fair hearing;
- Notification to parents about the short-term suspension of the student;
- More formal due process in long-term suspension and expulsion proceedings;
- Right to appeal the decision of a hearing officer regarding long-term suspensions or expulsions to the Governing Board.

More information regarding student disciplinary action may be found in the **Code of Conduct**.

Equal Opportunity Statement

Amphitheater Unified School District is an Equal Opportunity employer and educational institution. The District does not discriminate on the basis of race, color, national origin, sexual orientation, age, religion/religious beliefs, gender, creed, citizenship status, marital status, political beliefs/affiliation, home language, disability, family, social or cultural background in admission or access to, or treatment in its educational programs and activities, nor in its employment practices.

Inquiries concerning Title VI, Title VII, Title IX of the Civil Rights Act of 1964, may be referred to the District's Equity and Safety Compliance Officer and Title IX Coordinator, 701 W. Wetmore Road, Tucson, Arizona 85705, (520) 696-5164, TitleIXCoordinator@amphi.com.

Student Records

Family Educational Rights and Privacy Act of 1974

“Student records” includes all student information that is required by a governing body to be recorded and retained by the school or District.

Student records do *not* include the work notes of a teacher, administrator, or other professional unless such notes are used or expected to be used by anyone other than the professional.

Student records are considered professional and confidential and shall be available under the following circumstances:

1. To the parents/guardian of the student, unless a parent’s parental rights have been severed by a court.
2. To the professional staff of the school District in which the information was obtained.
3. In accordance with written instructions of a parent/guardian to transfer the records to another school, institution, or agency.
4. To any state or federal agency, as long as such records do not identify the student and upon the approval of the local school District board.
5. With respect to grade transcripts, to any other school or educational institution to which the student is attending or has applied for admittance.
6. To a student or person over the age of eighteen (18) or emancipated minor whose records are maintained by the school.
7. To the District’s agents acting on behalf of the District, those records, files, documents, and other materials, which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution.
8. In response to a judicial order or lawful subpoena.
9. To comply with the request of authorized law enforcement officials conducting an investigation of acts of terrorism, which disclosure is required by law.
10. To recruitment officers of the United States Armed Forces, unless parents/guardians or eligible students prohibit such release.

Upon confirming a parent/guardian’s identity, the authorized personnel of a school district shall, upon request, make available to the parent or guardian of a student the content of the student’s records.

The parent or guardian shall be permitted to be accompanied by one other person of his/her choosing at such time as the parent or guardian reviews the content of the student’s record, in the presence of a school official.

As a parent/guardian, you have the right to challenge the accuracy of your child's records and are entitled to a hearing with respect to that challenge, to ~~insure~~ ensure that the records are not inaccurate, misleading, or otherwise in violation of privacy or other rights of the student.

Viewing of student records upon request of parents/guardians must be granted within 45 days.

A parent/guardian shall have the right to insert a personal statement into their student's permanent record. They shall also have the right to request amendment to said records. They shall receive notification of the procedure to be followed should they wish to challenge the records and have statements amended, upon request.

A parent/guardian shall have the right to request copies of certain documents in the student's file. The District will charge up to thirty-five cents (35¢) per document page for this service.

Hatch Amendment: In addition to the rights of review pertaining to pupil records as set forth above, the parents/guardians of a student may inspect all instructional materials, including teachers' manuals, films, tapes or other supplementary instructional material which will be used in connection with any research or experimentation program or project, i.e., any program or project designed to explore or develop new or unproven teaching methods or techniques.

A student, eighteen (18) years of age or older or emancipated, shall have access to his or her own records, but may not view anything in the record pertaining to the financial statement of his/her parent(s)/guardian(s).

Parents/guardians and/or eligible students have the right to deny public release of "Directory Information". Notification must be given to the institution within thirty (30) days of enrollment if the parent, guardian, and/or student wish to deny the institution the right to give out directory information.

To prohibit the release of student information, please complete and return to the school the "Non-Release of Information" form available at the school.

Rights Of The Disabled Under Section 504 Of The Rehabilitation Act

This notification will serve to advise you of the rights of students as they are set forth in SECTION 504 OF THE REHABILITATION ACT OF 1962 and THE AMERICANS WITH DISABILITIES ACT OF 1990.

1. All new facilities must be barrier-free, i.e., readily accessible to and usable by individuals with disabilities.
2. Programs or activities in existing facilities will be made accessible to the disabled within 60 days.
3. Every disabled child will be entitled to a free public education appropriate to his or her individual needs, regardless of the nature or severity of the disability. In those unusual cases where placement in a special residential setting is necessary, public authorities will be financially responsible for tuition, room and board.

4. Disabled children must not be segregated in the public schools but must be educated with the non-disabled in regular classrooms to the maximum extent possible.
5. Educational institutions must undertake each year to identify and locate disabled children needing services.
6. Colleges and universities must make reasonable modifications in academic requirements, where necessary, to ensure full educational opportunity for disabled students.
7. Educational institutions and other social service programs must provide auxiliary aids, such as readers in school libraries or interpreters for the deaf to ensure full participation of disabled persons.
8. Qualified students with a disability may not be discriminated against solely by reason of his/her disability, in admission or access to, treatment, or employment in any program, activity or service sponsored by the District.

Title IX of The Education Amendment Act of 1972

1. No person, on the basis of sex, may be denied admission or be subject to discrimination in admission by any school District.
2. The school District shall not provide any course or otherwise carry out any of its education programs or activities separately on the basis of sex, require or refuse participation therein by any of its students on such basis, including health, physical education, industries, business, vocational, technical, home economics, music and adult education courses.
3. School Districts may not discriminate against any person on the basis of sex in the counseling or guidance of student or applicants.
4. No student shall, on the basis of sex, be treated any differently from any other student in the provision of educational opportunities such as: programs and activities (curricular and extra-curricular), benefits and services, aid and employment, and in the establishment of the rules and regulations and the enforcement of discipline.
5. Sexual discrimination includes sexual harassment. Unwelcome sexual advances; requests for sexual favors; or verbal or physical conduct of a sexual nature where (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's educational achievement; or (b) submission to or rejection of such conduct by an individual is used as a basis for educational decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an offensive environment, is prohibited by the school District.

6. The school District shall not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
7. Portions of classes in elementary and secondary schools which deal exclusively with human sexuality may be conducted in separate sessions based on gender.
8. In accordance with the rules of the Arizona Interscholastic Association, participation on interscholastic teams shall be open to all students in all sports, except that the school shall not offer the following sports on a mixed sex team basis: Archery, Badminton, Gymnastics, Softball, and Beach Volleyball.

Our schools are in compliance with the Amendment. The Physical Education programs being offered are co-educational with the exception of those sports excepted by the law and termed "body contact" sports, the purpose or major activity of which involves bodily contact.

Separate teams may be provided, or a single team open to both sexes may be provided. If by opening a team to both sexes in a contact sport the interests and abilities of both sexes are not accommodated, separate teams in that sport will be required. For example: an institution would not be effectively accommodating the interests and abilities of women if it abolished all its women's teams and opened up its men's teams to women, but only a few women were able to qualify for the men's teams. If baseball is limited to boys on a team, the equivalent – softball, must be provided for the girls.

A school may preclude men or women from participating on teams for the other sex if athletic opportunities have not been limited in the past for them regardless of whether the sport is contact or non-contact. Example: If both boys' and girls' tennis teams exist at that school, one may not try out for the opposite sex team. Boys may not try out for the girls' badminton team if the boys have not been limited in opportunity overall even if a badminton team is not offered for them.

9. No person shall on the basis of sex be excluded from participation in, be denied the benefit of, or be subjected to discrimination in employment or recruitment consideration, or selection therefore, whether full-time or part-time, under any education program or activity operated by the local school District.

Protection Of Pupil Rights Amendment (PPRA)

The Protection of Pupil Rights Amendment ([PPRA](#)), [20 U.S.C. § 1222h](#), requires Amphitheater School District and each of its schools to notify you and to obtain your consent or allow you to opt your child out of participating in certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas ("protected information surveys"):

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;

4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure or use of student information for marketing purposes (“marketing surveys”), and certain physical exams and screenings. Your school will provide you with notice of any activities requiring parental notice and consent or opt-out for the upcoming school year. For all surveys and activities, your school will provide parents reasonable notice and a reasonable period of time to opt their child out prior to the administration of the surveys and activities. In addition, parents have the right to review any protected information survey.

(Please note that this notice and consent/opt-out right does not apply to parents whose student is 19 years old or is an emancipated minor under State law; in that case, the notice and opt out right transfers to the student.)

Parents or students who believe their rights under PPRA may have been violated may file a complaint with the District’s Legal Department or by writing the Family Policy Compliance Office of the U.S. Department of Education. Complaints must contain specific allegations of fact giving reasonable cause to believe that a violation of PPRA occurred.

DISTRICT INFORMATION

AASA, ACT, and AzSCI

1. Elementary and middle school students will take the Arizona's Academic Standards Assessment (**AASA**), the new statewide achievement test for English Language Arts and Mathematics. It is administered to students in Grades 3-8. Information about this new assessment can be found at the [ADE website](#). *(The AASA replaces the AzMERIT and AzM2 tests.)*
2. High school students will take the ACT test for their cohort/grade level: Grade 9 (Sophomore cohort) will take the **ACT Aspire** and Grade 11 (Junior cohort) will take the college-reportable **ACT**. *ACT Aspire and ACT test scores are reported on student transcripts.* Information about these tests can be found at the [ACT website](#). *(The ACT and ACT Aspire replaces the high school AzMERIT and AzM2 tests.)*

3. Students in Grades 5, 8, and 11 will also take the **AzSCI**, the new Arizona science test. More information can be found on [AzSCI webpage](#). (*The AzSCI replaces the AIMS Science test.*)

Absences and Attendance **“Every Day Matters!”**

Regular school attendance is essential for success in school. Students with 95% attendance rates or better are more than twice as likely to pass standardized achievement tests as students who attend only 85% of the time. Students who are frequently absent may be putting their futures in jeopardy; studies have shown that chronic absenteeism, especially truancy, is highly associated with dropping out of school and has a direct and negative result on student achievement.

Dropouts typically earn \$260,000 *less* than high school graduates do over a lifetime. Please strive to have your children in attendance every school day unless they are sick. We urge you to ensure your child’s best opportunity for educational success by scheduling medical and dental appointments after school hours except in cases of emergency and by scheduling family vacations during school vacation and recess periods.

State law requires that you authorize your child’s absence from school and notify us in advance or at the time of the absence. Your call to us will also help protect your child. If your child is absent and we do not hear from you, we will do our best to contact you by phone the same day that class is missed. Accordingly, it is vital that we have one or more telephone numbers to contact you. If your numbers change, let us know right away. Due to the number of students enrolled in our District, calls may be made by an automated system to ensure we can contact all parents on a timely basis.

State law also mandates that the school record a reason for a child’s absence. Absences are excused only for necessary and important reasons. Such reasons include illness, bereavement, other family emergencies, and observance of religious holidays of the family’s faith.

When a student is or will be absent, the parent must call the school on or before the day of the absence in order to advise the school of the absence and the reason for the absence. If no authorization is received by the end of the missed school day, the absence will be considered unexcused. For absences greater than one (1) day in length, the school should be notified in advance or on each day of the absence. If a parent does not have access to a phone, either at home or at work, a note will be accepted for verification purposes.

If your child is absent on an unexcused basis for ten (10) consecutive school days: state law mandates that your child be automatically withdrawn from enrollment in order to stop state funding. You may then be required to fill out new enrollment documentation upon returning from an absence of such length.

Excessive absences may also affect a student’s eligibility to participate in field trips, extracurricular activities, and sports. In addition, absences can result in discipline and may be considered by a teacher in determining a student’s grade or promoting a student; a student can fail a class or be retained in a grade level due to excessive absences.

Parents are responsible for ensuring that their children attend school. If a student is habitually truant, the parents and student may be cited by the court for truancy. By law, a student is considered habitually truant if absent without excuse for five (5) or more days or if absent, with or without excuse, for 18 or more days.

Chronic Illnesses: In cases where medical documentation can be provided regarding a long-term illness or an ongoing medical condition, parents should contact their school administration regarding the chronic health program.

“Take Your Child to Work Day”: Certain groups promote “Take Your Daughters and Sons to Work” events, usually on a school day in April of each year. In past years, significant numbers of students went to work with their parents on these days, making it very difficult for teachers to provide meaningful activities and negatively impacting instructional benefits for those students absent. As a result, many school Districts and employers in Arizona have been encouraging an alternate day in the summer for these events. By choosing a non-school day for this activity, you will provide your student with two important messages – the value of the workplace and the importance of education in order to succeed in the work place.

Open enrollment students: Those who are frequently absent may lose, [at any point in the school year](#), their open enrollment status. A student will benefit more from attending school regularly somewhere else rather than attending school in our District on an inconsistent basis.

Compulsory Attendance: According to Arizona law, students must be in school until they reach the age of 16 or they successfully complete the 10th grade.

Career and Technical Education

In accordance with SECTION 504 OF THE VOCATIONAL REHABILITATION ACT OF 1973, Amphitheater Public Schools wishes to inform students, parents, employees and the public that it provides an equal opportunity **CAREER AND TECHNICAL EDUCATION** for the high school students of the District. All courses, services, and activities are offered without regard to race, color, religion/religious beliefs, gender, age, national origin, veteran status, sexual orientation, creed, citizenship status, marital status, political beliefs/affiliation, disability, home language, family, social or cultural background.

Program areas currently ~~planned-offered include:~~ [for the 2024-2025 school year include:](#)

Agriscience
Automotive Diesel Technologies
Bioscience
Culinary Arts
Early Childhood Education
Film and TV Production
Music and Audio Production
Photo Design
Sports Medicine
Welding

Architectural Drafting and Design
Automotive Technologies
Construction Technology
Digital Photography
Engineering
Graphic Design
Nursing Services and Healthcare Foundations
Software and App Design
Technical Theatre

Limited English-speaking skills will not be a barrier to admission or participation in Career and Technical Education. The primary requirements for admission are an established interest in pursuing a career in the chosen occupational field and the ability to meet the requirements for entry-level employment in that field of work.

Students with disabilities are encouraged to participate in Career and Technical Education programs in our District. In all cases, accommodations can be made to modify the program or the facility to allow for participation.

Pima Joint Technical Education District

The Pima JTED was established in July 2006 to provide students with expanded Career and Technical Education (CTE) options. JTED provides students with additional CTE program offerings outside of their home high school. JTED partners with the District to provide a diverse offering of courses that provide hands on learning along with rigorous academic content creating college and career ready students.

CTE programs ~~that will be~~ offered through ~~the~~ Pima County JTED's central sites ~~for the 2024-2025 school year~~ include: 3D Animation and Game Design, Information Technology, Health Care Foundations, Health Care Pathway Programs, Personal Assistant Caregiver, Licensed Nursing Assistant, Registered Medical Assistant, Advanced Registered Medical Assistant, Medical Records Technology, Physical Therapy Technician, Cosmetology, Culinary Arts, Early Childhood Education, Automotive Technology, Aviation Technology, Construction Technology, Energy Technology, Heavy Equipment Operations, HVAC, Precision Manufacturing and Mechatronics, Advanced Precision Manufacturing, Veterinary Science, Law, Public Safety, and Security, Fire Service, and Welding.

Cell Phones and Other Electronic Devices

While cell phones provide a convenient means for families to remain in contact, use of them during class time or school activities can be disruptive to the learning process of both the student with the phone and others. Thus, while students may generally carry and use cell phones and other electronic devices such as pagers, handheld games or personal data assistants at school, such devices may not be used in a classroom or anywhere else in a manner which violates the privacy of others or interferes with the District's objective of providing a safe learning environment for all students.

All cell phones and other electronic devices must be turned off and placed in the student's backpack or purse while in a classroom. Schools and teachers may also set additional rules and restrictions on the use of such devices.

Administrators and teachers are authorized to confiscate electronic devices that are used in a classroom or used in any other manner that violates District or school policies. The parent or guardian of a student whose electronic device has been confiscated may recover the item from the school administrator. The District and its schools are not responsible for the loss or theft of personal items and devices.

Child Abuse Reporting

State law pursuant to [A.R.S. §13-3620](#), requires that any school District employee acting in the scope of their employment who develops a reasonable belief that a child is or has been a victim of child abuse to immediately report their belief to Department of Child Safety (DCS) or to the police. “Reasonable belief” requires very little evidence. Although the child abuse reporting law applies most often to an adult physically abusing a child, the law also mandates reports of neglect, sexual abuse, or non-accidental injury, regardless of the age or maturity of the alleged abuser. Thus, a fight between students that results in non-accidental injury to a student will be reported to the police. Likewise, an act of sexual harassment by one student against another that constitutes sexual abuse will be reported to the police for possible criminal charges. On occasions where a school must report possible child abuse, DCS or law enforcement may prohibit the school from informing the parent or guardian of the report for a period of time.

Computer and Internet Use

The use of computers and Internet access by students at school supports the educational mission of the District and enhances our curriculum and learning opportunities for students. All District students may receive instruction via electronic resources.

The paragraphs which follow here are intended to provide students and parents with general guidelines and examples of prohibited uses of District computer equipment. Failure to comply with District rules may result in loss of computer and Internet access privileges, disciplinary action and/or legal action.

The District has implemented technical precautions to restrict student and staff access to controversial or inappropriate materials; however, on a shared network which interacts with the public domain, it is impossible to identify or control all controversial materials. In addition, while efforts are made to supervise student use of the Internet, schools cannot prevent all inappropriate uses, just as it is impossible for parents to do so at home. Student activity in a forum as public and constantly evolving as the internet carries inherent risk of access to objectionable material and communication with persons outside the school. The school also is not responsible for the accuracy or quality of information that students obtain through the Internet.

Student Work Product: Just as student works are often displayed within the school building or at events located off school grounds, student work product may also be posed for display – as an example or to recognize achievement – on a school or the District’s website. Limited information concerning the student (name, age, and grade level) may also be posted with the work. Parents who do not wish a student’s work to be posted on-line, may indicate so through completion of a “Non-Release of Information” form available through the school. A copy of this form is also included in this handbook.

Acceptable Use: In general, a ~~student~~ student’s access to the school’s computers, networks, and Internet services should be for educational purposes and research consistent with the school’s educational mission, curriculum, and programs. The same rules governing student conduct, communications, and behavior in the Code of Conduct contained in this handbook also apply to student use of computers and the Internet. Students are also expected to comply with all directives from the teacher or staff when using computers.

Prohibited Uses: Unacceptable uses that are expressly prohibited include, but are not limited to, the following:

1. 4.
Accessing, submitting, transmitting, posting, publishing, forwarding, downloading, scanning or displaying materials that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal.
- 4.2.
2. Using the school's computers, networks, and Internet services for any illegal activity or activity that violates other Governing Board policies, procedures, and/or school rules, [attempting to make unauthorized access to any Amphitheater Information System by trying to bypass the firewall and district servers, and/or access proxy accounts.](#)
3. Copying or downloading copyrighted materials without the express authorization of the student's teacher or school administrator.
4. Plagiarism -- Representing as one's own work any materials obtained on the Internet (such as term papers, articles, etc.). When using Internet sources, ~~like others,~~ in student work, the author, publisher or web site, [such as AI software,](#) must be identified [and cited.](#)
5. Downloading or installing software without the permission of the student's teacher or school administrator.
6. Purposefully causing disruption or harm to the school's computers, networks or Internet services, including, but not limited to, hacking and creating or uploading computer viruses.
7. Accessing communication forums methods, such as chat rooms, social networks, instant messaging or e-mail without authorization from a teacher or other staff member.

No Expectation of Privacy. In order to maintain school and student safety, the District retains full control, custody, and supervision of all computers, networks, and Internet services owned or leased by the District. The District and its schools also reserve the right to monitor all computer and Internet activity by students. Students have no expectation of privacy in their use of school-owned computers.

Student Security. Students must be instructed and occasionally reminded that they should never reveal their full name, picture, address, or telephone number on the Internet without prior permission -- from a supervising teacher and or their parent. Students should also never meet people they have contacted through the Internet without parental permission. Students should inform their teacher or school administrator if they ever receive e-mails, information, or messages that seem threatening, inappropriate or make them uncomfortable in any way.

Costs and Charges

The District provides a free, appropriate public education to all enrolled students. There are no costs that a parent is required to pay in order to attend District schools. When students seek to enroll in a school, they may receive a list of required and non-required materials and supplies. Parents who are able to provide these materials for their student are urged to do so to maximize the use of school funds for other instructional purposes. No student will be denied an education if the parent is unable to provide those materials and supplies, however.

Basic course materials, identification cards, and some lockers may also be required and are provided free of charge. Some lockers and locks, activity cards, parking permits, yearbooks, and supplemental course materials and services are not required and are therefore not provided free of charge. A reasonable fee may apply.

While textbooks are provided at no cost to students, students and their parents are required to pay for any lost or damaged textbooks and/or other course materials. If students do not pay for lost or damaged materials, they may not be allowed to participate in extracurricular activities or other events such as graduation exercises.

Crisis and Emergency Plans

Every school in the Amphitheater School District has emergency and crisis plans to respond to unforeseen events. The plans include responses to a variety of scenarios along with lockdown and evacuation procedures and provide for cooperation with appropriate emergency responders. To protect against their misuse by individuals with harmful or disruptive intentions, these plans are not released to the public. This helps ensure their effectiveness on the rare and unlikely occasion that they must be implemented.

Where an emergency at a school site occurs, our first priority is to ensure the safety of our students. Given the staff and effort required to supervise what can be more than two thousand students at a school when a crisis develops, immediate communication with parents may not be possible. We strive, however, to communicate with you within one school day when a situation has taken place.

Custody Matters

In cases where custody matters affect a child attending school in the District, the child's school will follow the most recent (complete court and signed) order which is on file with the District. It is the responsibility of the custodial parent, or of parents having joint custody, to provide the District with the most recent court order.

Parents should also be consistent in their direction to school staff regarding custody matters; direction which contradicts court orders or which varies frequently can result in confusion and misunderstanding that often leads to concern and upset for the parties involved.

Parents should understand that school employees do not wish to be and cannot be placed in the middle of custody disputes which are private family matters. If a parent desires a school employee to testify in a family law matter, a subpoena for attendance of the employee will be required. School employees, as public employees hired to serve students, may not be used as expert witnesses in court matters unless specifically retained for that purpose while they are not on duty for the District.

Visitation: Non-custodial parents are urged to arrange visitation outside of school time to ensure that a student's full attention may be focused on their instructional program and activities.

Dress Code/Grooming

While the District recognizes that student dress and grooming are often matters of personal choice and expression, there is a relationship between student dress and such matters as individual and collective student achievement, school pride, school safety, and the accomplishment of educational objectives. Accordingly, policy and regulations prohibit student dress or grooming that, in the judgment of the school administration:

- presents a hazard to the health, safety or general welfare of students, staff, or others;
- interferes with or disrupts the educational environment or process;
- produces disorder in the educational process;
- creates an atmosphere of threat, intimidation, or undue pressure;
- causes excessive wear or damage to school property;
- represents membership in, or support of, a gang; or
- displays obscene language or symbols, or symbols of sex, drugs, or alcohol.

More detail concerning the District's standards for dress and grooming are found in the Student Dress Code contained in this handbook.

Footwear and Safety Dress: Footwear must be worn at all times. In addition, students must comply with safety dress requirements for specific classes such as vocational courses, life physical education, and chemistry.

Gang-Related Apparel/Grooming: The District desires to keep schools and students free from the threat of harmful influences by any group or illegal gang that advocates drug use, crime, or disruptive behavior. Therefore, the presence of any apparel, jewelry, accessory, tattoos, symbols, or manner of dress or grooming that by virtue of its color, arrangement, trademark, symbol, or any other attribute, denotes or implies membership in or affiliation with such a group is prohibited because of the potential disruption of the educational process or threat to the safety of the other students which the same represents.

Enforcement: In addition to disciplinary action which may be imposed against students who violate the District's dress code, students, or their parents may also be asked to do any of the following:

- Turn inappropriate clothing inside out.
- Change into clothing that may be provided by the school.
- Have other clothing brought to school.
- Remove the accessory.
- Cover the offending markings or symbols.

~~**Uniforms:** Schools, upon approval by the Governing Board of the District, may establish specific dress requirements, such as uniform policies. Students attending such schools must comply unless the parent executes a written opt-out request. In the District's experience, parents only rarely execute opt-out forms and often praise uniform policies for their cost-saving and community-building effects.~~

Clothing Bank: Parents who may be experiencing financial difficulties and may be unable to obtain sufficient clothing for their student may be eligible for free clothing offered by the Amphitheater Foundation Clothing Bank. A referral to the Clothing Bank from your school is required and may be obtained on a confidential basis through your school administrator or Health Office.

Eligibility -- Extra-Curricular Activities

The primary function of this school District is to support student academic achievement. In pursuit of that goal, the District recognizes that a well-rounded educational experience includes extracurricular interests and athletic activities. However, academics must take priority, therefore, the District and its schools have set eligibility requirements for student participation in extracurricular pursuits.

Participation in interscholastic athletics and other activities is a privilege and not a right.

Students who fail to maintain academic qualification for extracurricular participation will be suspended from that activity until academic eligibility is attained.

Students who violate District and/or school rules, particularly where student and school safety may be affected, may be summarily removed from participation in extracurricular programs and activities.

Please refer to your student's school handbook for further information regarding extracurricular activities' academic and behavioral expectations. For students in grades 7-12, very detailed rules apply and are available through your school, coach, or activity sponsor.

Zero tolerance "24/7" policy: The District maintains a **zero tolerance "24/7" policy** on the use of tobacco, drugs or alcohol by interscholastic activity participants. Any participant who uses, possesses or transfers tobacco, alcohol or drugs at any time during a season will be immediately removed from the activity for the balance of the season. This rule applies 24 hours a day, seven days a week, regardless of a student's location.

Academic Eligibility: Student athletes in grades 7-12 must pass all classes in which they are enrolled in order to participate in extra-curricular activities. Students receiving grades at a nine-week quarter of "I" (incomplete), "F" (failing), "NC" (no credit or no-completion), "NM" (no mark), "U" (unsatisfactory), or students earning a total grade point average of less than 2.0 on the 4.0 scale for the nine week quarter will be ineligible to participate in athletics. Students losing their eligibility at the quarter will be monitored to determine if eligibility can be re-established, which cannot occur for at least four and a half (4.5) weeks. Activities that are part of a credit bearing class are not affected by the eligibility restrictions.

Field Trips

The District values field trips which relate to the curriculum and instructional program of the District. Schools have limited funding for field trips and may charge for extracurricular field trips.

Parental permission is required for field trips which extend beyond the Tucson metropolitan area, or which will involve community service duties, or which will occur outside of normal school hours. Teacher or other certificated personnel supervision is always provided by the District for field trips, but parent chaperones are also sometimes required, as circumstances and space permit. Only students who are approved for a particular activity and their assigned sponsors, teachers, coaches, and District-approved chaperones may participate in field trips. Due to liability and funding factors, friends and family of students are not permitted to participate in field trips unless they are doing so as school-approved chaperones.

Private transportation. Parents who wish to transport their own child on any such school-sponsored trip rather than sending the student on District transportation will be required to make prior arrangements with the school. Before a student will be permitted to participate in a field trip, but travel with a parent privately, the parent will be required to sign an acknowledgement indicating that they will transport the student.

Food in Classrooms

Food brought into the classroom for classroom parties must come from a commercial source and cannot be homemade. Items must provide a list of ingredients and should be individually wrapped to avoid barehand contact with the food. If the items are not individually wrapped, such as cookies or cupcakes from a bakery, an adult wearing disposable gloves must serve the food.

With the exception of classroom parties, food provided to students in grades Kindergarten through 8th, must meet Arizona Nutrition Standards provided by the Arizona Department of Education. Details on the nutrition standards are available from your child's school or at the [AZ Department of Education Health & Nutrition Services website](#).

Free and Reduced Meal Program

The Amphitheater School District offers healthy meals during the school day to all enrolled students. Children who qualify under the U.S. Department of Agriculture guidelines may receive meals free or at a reduced price. All meals served must meet nutrition standards established by the U.S. Department of Agriculture. If a child has a disability, as determined by a doctor or an authorized medical authority, and the disability prevents the child from eating the regular school meal, the school will make substitutions prescribed by the doctor. If a substitution is prescribed, there will be no extra charge for the meal. Please note the school is not required to make a substitution for a food allergy, unless it meets the definition of disability. A student whose allergies are determined, as a result of an evaluation, to have a physical or mental impairment that substantially limits one or more major life activity, such as breathing, will qualify for coverage under Section 504 of the Rehabilitation Act. A parent/guardian may obtain a Special Diet Modification Form by sending a request to the school nurse or by emailing the Food Service department at AmphiFoodService@amphi.com.

Your child can get free school meals if you receive benefits from the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or from the Food Distribution Program on Indian Reservations (FDPIR). If your total household income is the same or below the federal income guidelines for the size of your household, your child can either get meals free or at a reduced price. Children participating in a Head Start Program, foster children, and those who meet the definition of homeless, runaway, or migrant are also eligible for free meals.

The following list of frequently asked questions may provide you with information you may need concerning the school meal programs.

How do I get free or reduced price school meals for my child? Families must apply for meal benefits for their children who attend schools that do not participate in The Community Eligibility Provision (CEP).

- 1.If your child(ren) attend a school participating in the CEP program, they will automatically receive free school meals, including breakfast and lunch.
- 2.If your child(ren) attend a school that does not participate in the CEP program, a meal application form must be submitted.

- **The fastest and most accurate method is to apply online at [LINQ Connect](#). Online applications can be processed the next day.**
- **If you do not have access to a computer, you may also apply by completing the Meal Benefit Form and return it to your child’s school or the Food Service Department. Paper applications can take up to 10 business days to process.**
 - The Meal Benefit Form is available from your child’s school cafeteria or from the District’s Food Service Department. Please request a meal benefits application by emailing AmphiFoodService@amphi.com or pick up an application at the Food Service office located at 200 E. Roger Road, Tucson, Arizona 85705. For questions, please call (520) 696-5133.

Should I fill out a meal application if my child(ren) attend a CEP participating school?

A meal application is not required. However, we ask that parents fill out a Household Income Form to help schools secure program funding. Instruction on how to complete a Household Income Form will be posted on the [Amphi Food Service Department webpage](#).

How do I know if my child(ren’s) school participates in the CEP program?

Schools that have been approved to participate in the CEP program ~~during school year 20234-20245~~ can be found on the [Amphi Food Service Department webpage](#).

Please note:

- **If a family has a student that attends a CEP school and has another student that attends a school that is non-CEP, a meal application must be completed for the student(s) that attends the non-CEP school in order for the student(s) to receive free or reduced-price meals.**
- **When children from schools participating in CEP move to a non-CEP school, their eligibility for free reimbursable meals will carry over for up to 30 days or until a new eligibility determination is made for the current school year, whichever comes first. Parents should fill out an online meal application within the 30-day time period.**

Will the form be verified? Your eligibility may be checked at any time during the school year. School officials may ask you to send written evidence of household income to show that your child does qualify for free or reduced price school meals.

What if my household income exceeds the federal guidelines, but I feel my child should receive free or reduced cost meals? The income guidelines are set by the federal

government and must be adhered to. The District cannot grant free or reduced meals to households that do not meet the guidelines.

Can I appeal the decision on my application for free or reduced lunch? You may contact District Food Service Department officials by calling (520) 696-5133 if you do not agree with the decision on your form. You also may ask for a hearing by writing to: The Director of Food Services, 200 E. Roger Road, Tucson, Arizona 85705.

Must I report changes in my income or household? Once a child is determined eligible for free or reduced price meals, eligibility remains in effect for the remainder of the school year and for up to 30 operating days into the next school year. For more information, visit the [USDA Food and Nutrition Service webpage](#).

Will the information I provide to the District on my free and reduced meal application form be kept confidential? We will use the information on your form to determine if your child qualifies for free or reduced price meals. We may disclose eligibility information, without prior written consent, to officials connected with programs under the National School Lunch Act or Child Nutrition Act and to other federal or state educational agencies and programs to help determine whether you may also qualify for benefits under those programs. We may also inform other child nutrition, health, and education programs of the information on your form for funding and/or evaluation purposes. Disclosure of confidential eligibility information outside these programs is permitted only with written consent of the participants' parent or legal guardian.

Must I apply now or can I apply later for free and reduced price meals? You may apply for free and reduced price meals at any time during the school year. If you are not eligible now but have a change, like a decrease in household income, an increase in household size, become unemployed, or begin receiving benefits from the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or Food Distribution Program on Indian Reservations (FDPIR), you may complete a form then.

All applicants under the plan will receive notice as to whether or not their application is approved.

Homelessness

The McKinney-Vento Act identifies homeless students as "Children who lack a fixed, regular and adequate nighttime residence" due to loss of housing, economic hardship, or a similar reason. This includes preschool students and school-aged children, as well as youth living on their own (unaccompanied youth not in the custody of a parent or guardian).

We are committed to ensuring that students experiencing homelessness in the Amphitheater community have equal access to the same free, appropriate public education as provided to all students in our District, and we will work to eliminate barriers to their enrollment. Homeless students are never singled out or separated from other students on the basis of their homelessness. Students and their families who are struggling with homelessness and/or who experience any difficulty obtaining access to education or other District services are encouraged to contact the District's McKinney-Vento Liaison at (520) 696-5061. You may also be referred to the Liaison by school personnel.

Immunizations

Arizona law requires documentary proof of immunity against certain childhood diseases for students attending Arizona schools for the first time. Students subject to this requirement who lack documentary proof of immunizations may enroll but cannot be permitted to attend classes until the requisite proof is provided. If required immunizations become due during a student's enrollment in a given school year, failure to promptly provide proof of compliance will result in automatic exclusion from school until compliance occurs, in accordance with state law. Parents are reminded that due to the public health matters involved, the District cannot violate state law by permitting children who are not in compliance to attend school. Requirements for obtaining an exemption from immunization requirements for medical reasons or due to personal beliefs are available from the school nurse or health office. (See, [A.R.S. §15-873](#)~~A.R.S. §15-873~~.) Students who are exempted from compliance will, however, be excluded from school if there is an outbreak of an illness for which they have not been immunized.

Insurance

The District does not maintain insurance for student medical or dental costs if the student is injured during school activities or while on school premises. Parents are responsible for securing insurance coverage for their children. ~~Forms for a very low-cost student accident insurance program are available to parents on the District's website and like most insurance policies, there are some coverage limitations and exclusions. The information on the policy is available on the District's website at www.amphi.com as a convenience and service to students and parents; the District has no other connection with the insurance company and receives no compensation if parents purchase the coverage. Parents may also be able to obtain very limited (24-hour increment) accident insurance policies for special events such as field trips and the like through private insurance agencies.~~

In the event of an emergency, whether a student has insurance or not, the school may call 911 and emergency services may respond, to include a student's transport by ambulance to a hospital. The school has no responsibility to pay for these services; they are the responsibility of the parent/guardian.

Interpretation and Translation Services

The District will provide interpretation services so that all parents can participate meaningfully in meetings and conferences regarding their children's education. Please contact your child's school to request these services. Parents can also request translations of District documents by contacting their school office.

Law Enforcement

On occasion, law enforcement officers will visit a school site to request an interview with a student regarding a criminal investigation. Where child abuse or abandonment is involved, the officer is permitted to investigate the alleged victim of abuse as well as any sibling of the victim or other child residing with the victim. See "Child Abuse Reporting" above.

Non-School Related Matters. If a police officer enters the campus requesting to interview a student attending the school on an issue that is not school related, the interview will generally not be permitted at school unless the parent provides consent. If the officer directs that parents are not to be contacted because the interview is related to criminal activity of the

parent(s)/guardian, the school official will allow the interview. Otherwise, the parent will be contacted and will be asked if he/she agrees to the student being interviewed. If the parent consents, the parent will be requested to be present or to authorize the interview in their absence. Where an attempt was made and the parent(s) cannot be reached, the peace officer will be requested to contact the parent(s) and arrange to question the student at another time and place.

School Related & Student Safety Matters. The safety of the student population is of paramount concern. When a police officer is present on the campus to interview students at the request of school authorities or due to concerns for the safety of the students in the school population, parental contact is required only if the student is taken into custody or following the determination that the student may be subject to discipline for a serious offense. School Resource Officers (SRO's) present at the request of the school for the continued maintenance of school safety and order, may also interview students as necessary regarding school related issues as determined by school officials; again, parents need only be contacted if the student is to be taken into custody or if the student is subject to discipline for a serious offense.

Media

The news media frequently cover the positive events, people, and activities at our schools. Your child may be interviewed, recorded, photographed, or videotaped by the media or District staff for a story in the newspaper, radio, or television. In some cases, photos and videos may be placed on the Internet for public access by the media. As described in greater detail in this handbook above, you can choose to prohibit District/media coverage of your child in advance by completing a "Non-Release of Information" form and submitting it to the school office. The form is available from your school and must be submitted each year. A copy of this form is included in this handbook.

Medications

The presence of medications in the schools can present a risk to student safety. Students have been injured or have become ill when other student inappropriately shared their medication with them. Consequently, the District must impose restrictions on the presence of prescription and over the counter medications in schools. Students who do not follow school District rules on concerning the possession and use of legal medications at school are subject to discipline which can include long term suspension or expulsion. Parents are urged, for the safety of their children and others, to ensure compliance with these rules as well.

When it is necessary for a student to take medication during school hours, school personnel may assist if the following conditions are met:

- The medication must be prescribed by a physician.
- The parent or guardian must provide written permission for school personnel to administer the medicine to the student. *Appropriate forms are available from the school office.*
- The medication must come to the school office in the prescription container provided by the pharmacist. Written directions from the physician or pharmacist must state the name of the patient, the name of the medicine, the dosage, and the time it is to be given and must match the prescription container.
- An administrator may designate a school employee to administer the medication.

- Each administration of prescription drugs will be documented, recording that the student received the medication.
- Drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration of prescription medication: When a physician feels it is necessary for the student to carry and self-administer medication, the physician shall provide written recommendations to be attached to the signed parent permission form. In the case of medication for diagnosed anaphylaxis (for example, Epi-Sticks), insulin/glycogen and handheld inhaler devices for breathing disorders, a physician's written recommendations are not required. In these cases, the student's name on the prescription label is sufficient proof of the physician's recommendation; however, the parent or guardian must provide written permission for a student to self-administer and carry the medication. *Appropriate forms are available from the school office.*

Over-the-counter medication: When it is necessary for a student to receive a medicine at school that is sold, offered, promoted, and advertised to the general public without a prescription, the following procedure has been established to ensure the protection of the school and the student:

- The parent or guardian must provide written permission for the administration of specific over-the-counter drugs.
- Over-the-counter medicine must be provided by the parent to the school office in the original manufacturer's packaging with all directions, dosages, compound contents, and proportions clearly marked. An administrator may designate a school employee to administer a specific over-the-counter drug.
- Each instance of the administration of an over-the-counter drug will be documented.
- Over-the-counter drugs must be kept in their original containers in a locked medicine cabinet.

Self-administration of over-the-counter medication: With the exception of cough drops and sunscreen, a student's possession of over-the-counter medication at school is prohibited and is grounds for discipline. Students should instead leave all medications with the school office as described above. The school principal is authorized to make exceptions to this rule on a very limited basis. In these cases, all of the following rules apply:

- A signed and verified physician's statement must document the necessity for a student to self-administer the over-the-counter medicine and must be attached to the parent or guardian permission form, indicating the specific drug or medicine.
- The parent or guardian must provide written permission to the school office for the student to self-administer a specific over-the-counter drug ("pain reliever" is insufficient; specificity such as "200 mg. ibuprofen" or "400 mg Tylenol" is required). *Appropriate forms are available from the school office.*
- The student and parent must receive written permission from the principal or other administrator to be in possession of and self-administer the medication.
- The over-the-counter medicine sent by the parent must be kept by the student in the original manufacturer's packaging, with all directions, dosages, compound contents, and proportions clearly marked.
- The student must take extraordinary precautions to keep the medication secure and under no circumstances shall make it available or provide it to another person. The student must

also *immediately* report the loss or theft of any medication brought onto school campus. Violation of this regulation may subject the student to disciplinary action.

Online Blended Learning Opportunities

Amphitheater School District recognizes that the traditional school program may not meet the needs, expectations, or desires of some families and that both students and their parents may be looking for a new or different learning option.

Amphi Academy Online is an online learning opportunity for students who prefer to attend classes online and an alternative for students who are long-term suspended. Parents will have the option to checkout a loaner Chromebook. Parents will be responsible for having reliable internet access for their students to access the online curriculum.

Students in the Amphi Academy Online complete their coursework online. Amphi Academy faculty and staff monitor student progress through the learning management system. If students are not making adequate progress or are struggling with assignments, tests and grades, they may also participate in scheduled online tutorial sessions. Students may be required to participate in tutorial sessions if they are not making satisfactory academic progress or are not maintaining grades of “C” or better. This requirement is set in place to ensure that students are working the required number of hours per day, meeting established timelines, and fulfilling all course requirements. Amphi Academy staff may contact students and parents via computer, email, or phone. If you have questions about this option, please speak with your Principal or send an email to answers@amphi.com to be connected with a District staff member who can assist you.

Open Enrollment

The Amphitheater Unified School District has an open enrollment policy consistent with Arizona state law. Information about open enrollment is available on the “Open Enrollment” page of the District website at www.amphi.com or at each school site. Parents may pick up open enrollment applications at each school at any time. Opportunity for open enrollment at any school site is dependent upon capacity to accept students from other Districts or in-District attendance areas only after ensuring enrollment from within the school’s own attendance area can be served. Approval remains in effect for as long as the student remains, without a break in school attendance, at that school’s feeder pattern.

By signing the Open Enrollment application, the student and parent agree to comply with all the policies and regulations of the District and rules of the receiving school, including standards for academic effort, conduct, and attendance. Transfers may be revoked by the school principal if policies and regulations for discipline and attendance are violated.

Pesticides

Schools periodically apply pesticides, after providing both oral and written notice of the intent to do so. All oral and written notifications will contain, at a minimum, the date, time, general areas to be treated, and brand name of the pesticide to be applied. While school is in session, notice will be provided at least 48 hours in advance. Oral notice to students will be provided by means of school public address system announcements, assembly or classroom announcements. Written notice to parents will be provided by means of school lunch menus,

special communications, newsletters, or similar means. Notice will also be posted at least 48 hours in advance of application at the main entrance to all buildings where pesticide is to be applied or on playing fields where pesticide is to be applied. Posted signs may not be removed earlier than 48 hours after the pesticide is applied. Specific information concerning the treatments which are applied may be obtained by calling your school office.

Policies

Interested persons may review District policies and regulations in their entirety at each school within the District. They are available in the office of each school principal and are also in each school's library. You may also review District Policies and regulations through the "[Policy Manual](#)" "~~Policy Manual~~" link on the District's website. ~~at: <https://www.amphi.com/Page/8492>~~.

Product Sales

Because students and staff are at school for the purposes of learning and working, respectively, the District generally prohibits their solicitation by third parties seeking to sell products or services. Groups permitted to sell products on campus must be an officially recognized school organization and must have the sale approved by the principal and/or student council. Where a student group conducts such a sale, all funds collected must be deposited in the school's student funds account for the student club involved. Where a parent-teacher organization or booster group conducts a sale, prior authorization, and compliance with District financial procedures is also required. Under state law, when students participate in fund-raising efforts conducted by school support organizations, resulting revenues must be shared with student groups in proportion to their level of effort and support.

Skateboards, Skates, and Rollerblades

For the safety and well-being of students, faculty and others, students are prohibited from using scooters, skateboards, roller blades/shoes, or similar devices on campus at any time, unless as part of an established and supervised classroom activity. Violation of this rule will subject the student to discipline, and the unauthorized use of District premises by students for these purposes may also be considered trespassing.

Search and Seizure

School administrators have the right to search students and seize property, when they have a reasonable suspicion that the search will produce evidence that the student has violated the law or the rules of the school/District, or when they have reasonable suspicion that the student may have material harmful or detrimental to the health, safety and/or welfare of students. Any search conducted on this basis will be reasonable in scope and not excessively intrusive on the student, given the student's age, sex, and other factors, including the nature of the infraction.

School-Provided Storage Space: Storage areas provided to students by a school such as lockers, desks, cabinets or "cubbies", are provided only as a convenience to students, and always remain the property of the school. These storage areas are subject to school control and supervision. Students have no reasonable expectation of privacy in these spaces. School officials may therefore randomly inspect these spaces at any time, with or without reason, without notice, without student consent, and without a search warrant. Students who accept lockers or desks assume full responsibility for the security of their lockers, desks, etc.

Whenever a student is required to or exercises an option of providing his or her own lock to secure a school-provided storage space, the student must provide the combination or key to the school authority that issued the storage space when requested. Failure to do so will result in the lock being cut.

Student's Person and Personal Belongings: Students have a reasonable expectation of privacy in the personal belongings they carry with them or in items such as backpacks and purses. However, the search of a backpack, purse, or similar item at school is permissible when school authorities have a reasonable suspicion that the search will produce evidence that the student has violated or is violating the law or the rules of the school/District. Searches of a student's person are also permitted, based upon reasonable suspicion. Such searches may include a request to empty one's pockets or a request to remove outer garments, such as jackets or sweaters, but such a search will not include removal of other clothing by school officials. Strip searches are prohibited.

Seclusion/Restraint

The seclusion or physical restraint of students is discouraged by Governing Board policy. In the extremely rare circumstance where seclusion or physical restraint of a student is an appropriate method for addressing an individual student's behavioral issues, advance parental permission will be required, absent an imminent risk of harm to the student or others. Parental notification will occur after the event.

Staff Qualification Information

The District is proud of its high caliber staff. Résumés describing educational background and teaching experience are maintained for all teachers and other instructional personnel. If you wish to review the résumés for your child's teachers or obtain any of the information described above, contact the school office where your child is enrolled.

Telephone Messages

Due to the limited staff available at a school, as well as the disruptive impact on staff, instruction and school operations, the delivery of telephone messages to students cannot be assured and should be minimized, except in emergencies.

Travel Reduction

The Amphitheater School District supports alternative modes of transportation such as carpooling, bicycling, and riding Sun Tran to minimize vehicle congestion on our streets and school campuses. For more information, call (520) 792-1093.

Universal Precautions (Communicable/Infectious Diseases)

Due to communicable diseases such as HIV and hepatitis, the District has instituted "universal precautions" which are recommended by the Center for Disease Control. To safeguard students and staff, school-based employees regard all body fluids as potentially infectious. They are trained to avoid direct contact, if possible, to wear gloves if necessary, to wash hands thoroughly, and to report injuries to the nurse immediately. Students are not to touch blood or body fluids and should seek adults for assistance.

Vandalism & Parental Liability

Students are expected to treat their school with respect. Vandalism and defacement of school property disrupts the orderly operations of the school and can negatively impact school climate and student body access to and use of facilities. We want all students to be able to enjoy the buildings, grounds, and equipment which our taxpayers provide.

Under Arizona law, parents of minors who cut, deface, or otherwise damage any school property shall be liable for all damages caused by their children. See, [A.R.S. §12-661](#).

Visitors to Schools

We encourage you to visit your child's school. For the safety of all our students and staff, however, we do require that you and all other visitors report to the school office upon arrival on campus if you visit during the school day. Visitors are generally expected to sign in and wear a visitor's badge. Visitors who fail to comply with the requirement to register and obtain a visitor badge may be in violation of criminal trespass laws, student behavioral expectations, or both. See [A.R.S. §13-1502\(A\)\(1\)](#). Parents and others must comply with directions from the principal and teachers when visiting. If you wish to meet with your child's teacher or school administrator, please make prior arrangements to avoid conflicts with school activities and instructional program schedules.

Third Party Visitors: Students from other schools are not allowed to visit other school campuses during the school day unless they are participating in an official school or District event.

We understand that students may require social services. However, given the limited resources and instructional time available to our schools, schools should be preserved as places of student learning. Therefore, external social service providers seeking to visit and provide services or treatment to students are better met in other settings outside our schools. Those services are more properly provided in the third party's own facilities, under the supervision and direction of the parent or guardian. Where appropriate, necessary, and properly authorized by the school principal, a third party may simply observe a student from a suitable distance so as not to interrupt the instruction of that student or others. Please review Governing Board Policy KFA on the next page.

Volunteers

The District is fortunate to be supported by the invaluable assistance of volunteers throughout the District and from every walk of life. Under Arizona law, all volunteers must be fingerprinted and cleared to work with students. Exceptions apply for student volunteers and parents of children in the District. Costs for fingerprinting of volunteers are paid by the District.

Governing Board Policy KFA **PUBLIC CONDUCT ON SCHOOL PROPERTY**

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
 - Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
 - Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in [A.R.S. 13-2911](#).

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.










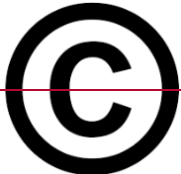


- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

Additional Requirements of the General Public

The definition of *general public* is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to [A.R.S. 13-2911](#) and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.
- No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle.

We are very excited to have a wide range of technologies available for our students. The internet and any devices (personal or school owned) utilizing our network are intended to support the educational objectives of Amphitheater Public Schools. Use of these technologies is a privilege, not a right. You need to know there are some important rules and guidelines to follow.

<u>Amphitheater Public Schools Technology Values</u>			
<u>We value Communication; Therefore, I will</u>	 <u>Make appropriate decisions when communicating.</u>	 <u>Participate in collaboration.</u>	 <u>Think before I post.</u>
<u>We value Privacy & Safety; Therefore, I will</u>	 <u>Secure my personal information.</u>	 <u>Be aware that anything I do electronically is not private and can be monitored.</u>	 <u>Report any cyberbullying.</u>
<u>We value Learning; Therefore, I will</u>	 <u>Do my best.</u>	 <u>Have a positive attitude.</u>	 <u>Explore using appropriate resources. I will not use nonacademic search words.</u>
<u>We value Respect; Therefore, I will</u>	 <u>Follow copyright rules.</u>	 <u>Respond thoughtfully to other people's ideas.</u>	 <u>Take proper care of all equipment.</u>

We are very excited to have a wide range of technologies available for our students. The internet and any devices (personal or school owned) utilizing our network are intended to support the educational objectives of Amphitheater Public Schools. Use of these technologies is a privilege, not a right. You need to know there are some important rules and guidelines to follow.

Amphitheater Public Schools Technology Values

We value **Communication**

Therefore, I will:

- make appropriate decisions when communicating.
- participate in collaboration.
- think before I post.

We value **Privacy & Safety**

Therefore, I will:

- secure my personal information.
- be aware that anything I do electronically is not private and can be monitored.
- report any cyberbullying.

We value **Learning**

Therefore, I will:

- do my best.
- have a positive attitude.
- explore using appropriate resources. I will not use nonacademic search words.

We value **Respect**

Therefore, I will:

- follow copyright rules.
- respond thoughtfully to other people’s ideas.
- take proper care of all equipment.

Parent Resources

ACT Aspire and ACT ACT Aspire (Grade 9) ACT (Grade 11) Sample Tests and Resources	Arizona’s Academic Standards Assessments (AASA) Grades 3 – 8 Sample Tests and Resources
FAFSA: Preparing for Post-High School Education FAFSA Information and Resources	Infinite Campus Parent and Student Portal
REACH Gifted education Resources Information and Resources	

Acceptable Use Policy

We are very excited to have a wide range of technologies available for our secondary students. The internet and any devices (personal or school owned) utilizing our network are intended to support the educational objectives of Amphitheater Public Schools. Use of these technologies is a privilege, not a right. You need to know there are important rules and guidelines to follow.

1. Communication

I will make appropriate decisions when communicating and will not send or share mean or inappropriate content. I will participate in collaboration while using effective participation skills. I will be mindful of what I post and not use profanity or any language that is offensive to anyone.

2. Privacy & Safety

I will secure personal information about family, faculty, or myself. This includes passwords, home addresses, phone numbers, ages, and birth dates. I will be aware that anything I do online or electronically is not private and can be monitored. I will seek help if I feel unsafe, bullied, or witness any form of unkind behavior including cyberbullying.

3. Learning

I will do my best. I will have a positive attitude and be willing to explore different technologies. I understand some sites are inappropriate and I will not search for words that are not related to my academics. I will evaluate the validity of information presented as I explore online and understand that not everything online is true.

4. Respect

I will follow all copyright rules and give credit when **#** needed. This includes documenting and properly citing all information acquired through online sources including but not limited to images, videos, and music. I will respond thoughtfully to the opinions, ideas, and values of others. I will take proper care of all equipment including district provided, my personal device, and the personal devices of others. I will report misuse and/or inappropriate content to my teachers and adults.

5. Use of technology – the District’s and personal

The Children’s Internet Protection Act is a federal law which requires the District to “block” inappropriate searches/sites from students. I understand that law and will work effectively within it by searching only for appropriate sites whether using the district’s technology or my own personal device. I will use only my credentials to sign into the internet.

6. Misuse of technology

This section contains significant information related to discipline included in the Code of Conduct.

STUDENTS MUST NOT:

- Attempt to make unauthorized access to any Amphitheater Information System by trying to bypass the firewall and district servers.
- Access proxy accounts.
- Set up vpn.

- Conduct criminal, illegal, or gang related activities or searches.
- Cyberbully or to send threatening or harassing messages.
- Search for or post obscene, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language or pictures.
- Post false or defamatory information about a person or organization.
- Attempt to disrupt or modify the Amphitheater Information System or data by spreading viruses or by any other means.
- Create a disruption in class, on the campus, or at any school related activity.

**THE FOLLOWING FORMS ARE
PROVIDED FOR YOUR CONVENIENCE**

**COPIES ARE AVAILABLE
AT YOUR SCHOOL**

Non-Release of Information Designation of Directory Information

During the school year, District staff members may compile non-confidential student directory information such as:

- The student's name.
- The student's date and place of birth.
- The student's class designation (i.e., first grade, eighth grade, etc.).
- The student's extracurricular participation, i.e. sports, band, clubs.
- The student's achievement awards and honors.
- The student's major field of study, if any.
- The student's weight and height, if a member of an athletic team.
- The student's photograph (such as may be provided for yearbook use).
- The school/school District the student attended before enrollment in the District.

According to state and federal law, this directory information identified above may be publicly released without permission of parents or students who have reached majority age (19). This is often the case in yearbooks and school programs. If you do not wish any or all of the above information about your child/you released, you must check the appropriate boxes above, the box below, complete this form, **and** return it to your school principal within ten (10) school days.

I have checked boxes (above) for the information that I do **not** want released concerning my student/me. I understand that this will preclude the use of this information for many purposes, including yearbooks, activity programs, school and class rosters and other publications or documents.

Posting or Publication of Student Works. The District frequently celebrates and highlights student achievements and projects by displaying them in schools, at public events, in public locations, and on the District or school websites. Students are generally proud when their accomplishments are celebrated in this manner. If you do not wish any of your student's works or accomplishments displayed, please check the box below:

I do **not** want my child's works posted, displayed or published in any way.

Special Rule on Address and Phone Number: Normally, the District does not release a student's address and/or telephone number publicly: Exceptions to this rule are made where required by law or in the event of an emergency. In addition, the District will release student and parent addresses and phone numbers to college and university recruitment officials. Finally, federal law requires the District to release student names, addresses, and telephone numbers to U.S. Armed Forces recruitment officers, unless you specifically prohibit the same below.

I wish to prohibit the release of my student's/my name, address and telephone number to college and university recruitment officials.

I wish to prohibit the release of my student's/my name, address and telephone number to U.S. Armed Forces recruitment officers.

(Please print student's name)

(Parent/Guardian/Student of 19 yrs or more signature)

(Date)

If the school principal does not receive this form from you within ten days, we will release student record information as described above.

Please note: this is a copy of a form available from your child's school office.

STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING
COMPLAINT FORM

(To be filed with any School District employee who will forward this document to the principal or the principal's designee)

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____ E-mail address _____

I wish to complain against:

Name of person(s) _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. *Be sure to include all relevant dates, times, and places.* Additional pages may be attached if necessary.

If there is anyone who could provide more information regarding this complaint, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
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<hr/>	<hr/>	<hr/>

The projected solution:

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify this information is correct to the best of my knowledge.

Signature of Complainant _____ Date _____

Document received by _____ Date _____

Investigating official _____ Date _____

(Attach notes and details from investigations)

STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING

(To be displayed in school buildings and in student handbooks)

The Governing Board of the Amphitheater School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps a student build a sense of community that promotes positive participation as citizens in society.

To assist in achieving a school environment based on the beliefs of the Governing Board, bullying in any form will not be tolerated.

Bullying: Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact including but not limited to pushing, hitting, kicking, shoving, or spitting, and
- damage to or theft of personal property.

Cyberbullying: Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

Harassment: Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual orientation/preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

Intimidation: Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such acts result in a substantial physical, mental, or emotional negative effect on the victim, while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied or suspect another student is bullied should report their concern to any staff member of the School District. School personnel are to maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set out in applicable District policies and administrative regulations.

Students found to be bullying others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bullying is a violation of the law.

HAZING

*File with a school administrator, the administrator's supervisor,
or a professional staff member*

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____ E-mail address _____

Report/Complaint:

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident. *Be sure to note relevant dates, times, and places.* Additional pages may be attached if necessary.

Date/Location of the incident being reported:

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The projected solution:

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify this information is correct to the best of my knowledge.

Student _____ Date _____

Staff member receiving initial complaint _____

Date complaint received _____

The investigating administrator shall give one (1) copy to the complainant and retain one (1) copy for the file.

HAZING

(To be displayed in school buildings and placed in student handbooks)

There shall be no hazing, solicitation to engage in hazing, or aiding and abetting another who is engaged in hazing of any person enrolled, accepted for or promoted to enrollment, or intending to enroll or be promoted to schools within twelve (12) calendar months. For purposes of this policy a person as specified above shall be considered a "student" until graduation, transfer, promotion or withdrawal from the school.

Definitions

"Hazing" means any intentional, knowing or reckless act committed by a student, whether individually or in concert with other persons, against another student and in which both of the following apply:

- The act was committed in connection with an initiation into, an affiliation with or the maintenance of membership in any organization that is affiliated with an educational institution.
- The act contributes to a substantial risk of potential physical injury, mental harm or degradation, or causes physical injury, mental harm or personal degradation.

"Organization" means an athletic team, association, order, society, corps, cooperative, club, or similar group that is affiliated with an educational institution and whose membership consists primarily of students enrolled at that educational institution.

Directions

It is no defense to a violation of this policy if the victim consented or acquiesced to hazing. In accord with statute, violations of this policy do not include either of the following:

- Customary athletic events, contests or competitions that are sponsored by an educational institution.
- Any activity or conduct that furthers the goals of a legitimate educational curriculum, a legitimate extracurricular program or a legitimate military training program.
- All students, teachers and staff shall take reasonable measures within the scope of their individual authority to prevent violations of this policy.

Reporting/Complaint Procedure

Students and others may report hazing to any professional staff member. Professional staff members must report the incident to the school administrator or next higher administrative supervisor, in writing, with such details as may have been provided. A failure by a staff member to timely inform the school administrator or next higher administrative supervisor of a hazing allegation or their observation of an incident of hazing may subject the staff member to disciplinary action in accord with School policies. The staff member shall preserve the confidentiality of those involved, disclosing the incident only to the appropriate school administrator or next higher administrative supervisor or as otherwise required by law. Any instance of reported or observed hazing which includes possible child abuse or violations of statutes known to the staff member shall be treated in accord with statutory requirements and be reported to a law enforcement agency.

A person who complains or reports regarding hazing may complain or report directly to the school administrator or to a professional staff member. The professional staff member receiving the report/complaint shall retrieve sufficient detail from the person to complete the form designated for such purpose. At a minimum the report/complaint shall be put in writing containing the identifying information on the complainant and such specificity of names, places and times as to permit an investigation to be carried out. When a professional staff member receives the information, the staff member will transmit a report to the school administrator or supervising administrator not later than the next school day following the day the staff member receives the report/complaint.

The report/complaint will be investigated by the school administrator or a supervising administrator. The procedures to be followed are:

- An investigation of the reported incident or activity shall be made within ten (10) school days when school is in session or within fifteen (15) days during which the school offices are open for business when school is not in session. Extension of the time line may only be by necessity as determined by the Superintendent.
- The investigator shall meet with the person who reported the incident at or before the end of the time period and shall discuss the conclusions and actions to be taken as a result of the investigation. Confidentiality of records and student information shall be observed in the process of making such a report.
- The investigator shall prepare a written report of the findings and a copy of the report shall be provided to the Superintendent.

All violations of this policy shall be treated in accord with the appropriate procedures and penalties provided for in School policies related to the conduct and discipline of students, staff, and others.

**STUDENT CONCERNS, COMPLAINTS,
AND GRIEVANCES**

COMPLAINT FORM

(To be filed with a school administrator or the administrator's immediate supervisor, or a school staff member who will forward this form to the school administrator or the administrator's immediate supervisor)
Additional pages may be attached if more space is needed.

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

E-mail address _____

I wish to complain against:

Name of person, school (department), program, or activity _____

Address _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. *Be sure to note all relevant dates, times, and places.*

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s).

Name _____ Address _____ Telephone Number _____

***REVERSE THIS BOOKLET
FOR THE
STUDENT CODE OF CONDUCT***



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

DATE OF MEETING: April 23, 2024

TITLE: Resolution of the Governing Board Recognizing the Contributions of Teachers and Educational Professionals in the District and Setting May 6-10, 2024 as “Teacher and Educational Professionals Appreciation Week” and Tuesday, May 7, 2024 as “Teacher and Educational Professionals Day”

BACKGROUND:

On April 9, 2024, the Governing Board approved the first of two resolutions presented to recognize the dedicated public servants who work in the Amphitheater District. The agenda item explained that Amphitheater Public Schools sets aside a specific day each spring to acknowledge and thank employees for their dedication and service to students and the community throughout the year. The resolution for support staff occurs at the first meeting in April to align with the national administrative support staff day in late April. The resolution for teachers and professional staff occurs at the next meeting to align with the National Appreciation Teacher Week set by the National PTA and NEA.

This year, National PTA “Teacher Appreciation Week” will be May 6-10, 2024, with “National Teacher Day” being observed on Tuesday, May 7, 2024. Teachers, nurses, and other professional employees deserve respect and appreciation every day for their selfless dedication to community service and the futures of children. During these extraordinary and challenging times, they continue to step up in new ways to support their communities and their students. While these public servants should be thanked regularly for the valuable benefits that they provide the community, focusing a celebration of their efforts on specific dates memorializes that appreciation and serves to remind everyone how much these personnel do for students and, in turn, our community as a whole.

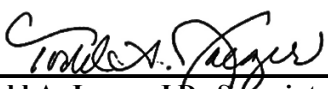
Therefore, Administration recommends that the Governing Board acknowledge a week of recognition consistent with that set by the National PTA but use that week to recognize teachers and the other educational professionals who work together to impact the lives of our students so positively. It is recommended that the Governing Board recognize the week of May 6-10, 2024 as “Teacher and Educational Professionals Appreciation Week” and Tuesday, May 7, 2024 as “Teacher and Educational Professionals Day.” A resolution has been prepared to recognize their contributions.

RECOMMENDATION:

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

INITIATED BY:

Date: April 17, 2024



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 TEACHERS AND EDUCATIONAL PROFESSIONALS**

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 purpose of the District;

WHEREAS, the quality of education received by District students is directly attributable to the dedication, effort and talents of the District’s teachers and other professional employees who provide instruction and related services to students;

WHEREAS, teachers, counselors, school nurses, therapists and other professional staff teach, guide and nurture our community's children every day;

WHEREAS, these educators are true heroes in our communities, who through their dedication to children, work millions of small miracles every day;

WHEREAS, teachers and educational professionals work endless hours to ensure that students obtain the knowledge, skills, values, experiences, and foundations necessary to become effective and beneficial citizens of the community;

WHEREAS, these educators work diligently to ensure that students learn the qualities and skills that this Governing Board determined, in its Portrait of a Graduate, to be important to develop in all students who earn a diploma from the Amphitheater School District;

WHEREAS, everyone in society has benefitted from a teacher’s dedication, devotion, instruction, and enterprise, yet there still remains no major campaign to encourage our communities to regularly thank our teachers;

WHEREAS, schools, parents and students across the country celebrate the contributions of teachers, specifically, with Teacher and Educational Professionals Appreciation Week and Teacher and Educational Professionals Day;

WHEREAS, the National Parent and Teachers Organization and the National Education Association have traditionally called for teacher recognition on an annual basis and have done so again in 2024, by designating May 6-10, 2024 as “Teacher and Educational Professionals Appreciation Week” and Tuesday, May 7, 2024 as “Teacher and Educational Professionals Day”;

WHEREAS, the Governing Board sincerely believes that the appreciation of all school District staff should be ongoing and not limited to one day or week per year, but also recognizes the value of annually capturing public attention on a particular day; and

WHEREAS, the focus and attention of the public can be maximized by the coordination of District recognition activities for teachers and other professional employees consistent with national observances of the same;

NOW, THEREFORE, BE IT RESOLVED by the Amphitheater Unified School District Governing Board that the District hereby recognizes the special contributions which teachers and educational professionals of the District make every day, but sets apart the week of May 6-10, 2024, as “Teacher and Educational Professionals Appreciation Week” and Tuesday, May 7, 2024 as “Teacher and Educational Professionals Day”;

BE IT FURTHER RESOLVED by the Governing Board that it urges Congress to establish a permanent day of recognition for teachers and educational professionals, reflecting the unique and vital role our educators have played and continue to play in the development of our future citizens and thereby the preservation and advancement of our Union.

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

PASSED AND ADOPTED by the Governing Board this 23rd day of April, 2024.

Governing Board Members:

Scott K. Baker, Ph.D.
President

Susan Zibrat
Vice President

Vicki Cox Golder

Deanna M. Day, M.Ed.

Matthew A. Kopec