**Final Posting: Monday, April 13, 2026 at 4:35pm**

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

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

**Tuesday, April 14, 2026**

**5:00 PM**
**(Doors open 30 minutes prior to the start of the meeting)**

**AMPHITHEATER PUBLIC SCHOOLS**

***MISSION***

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

***We Believe***

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

***We Value***

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

## AGENDA*

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

*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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[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. **CALL TO ORDER**
Ms. Vicki Cox Golder, President

2. **EXECUTIVE SESSION*** **4**
1. Motion to Recess Open Meeting and Hold an Executive Session for:
A. Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5)

3. **RECONVENE PUBLIC MEETING**

4. **PLEDGE OF ALLEGIANCE**
Rio Vista Elementary Students

5. **RECOGNITION OF STUDENT ART**
Rio Vista Elementary Students

6. **ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING**
Tuesday, April 28, 2026 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**


| | |
|---|---|
| A. Recognition of 2026 Odyssey of the Mind World Teams | 5 |
| B. Recognition of Ironwood Ridge High School Superintendent's Student Advisory Council | 8 |
| C. Presentation of Distinguished Service Awards | 14 |
| D. Recognition of ITEEA STEM Schools of Excellence | 15 |


8. **INFORMATION**[2]


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| A. Superintendent's Report | 16 |
| B. Status of Construction Projects | 32 |


9. **PUBLIC COMMENT**[1] (30 Minutes Maximum)

10. **CONSENT AGENDA**[3]


| | |
|---|---|
| A. Approval of Appointment of Non-Administrative Personnel | 45 |
| B. Approval of Personnel Changes | 48 |
| C. Approval of Leave(s) of Absence | 51 |
| D. Approval of Separation(s) and Termination(s) | 53 |
| E. Approval of Stipend for Coaching Volunteers | 57 |
| F. Approval of Vouchers Totaling and Not Exceeding Approximately $2,557,971.44 | 59 |
| G. Acceptance of Gifts | 60 |
| H. Approval of Parent Support Organization(s) - 2025-2026 | 62 |
| I. Receipt of December 2025 Report on School Auxiliary and Club Balances | 64 |
| J. Revised Award of Contract for the Recycling/Disposal of Suplus Electronic Equipment—Based Upon Responses to Request for Quote (RFQ) 2526001 | 73 |
| K. Acceptance of the Uniform System of Financial Records Compliance Questionnaire, Single Audit Reporting Package and Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025 | 74 |


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L. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants 292
M. Approval of the Closure Recommendation for Agriscience for the 2026-2027 SY 302
N. Approval of 2026-2027 Code of Conduct 303
O. Approval to Distribute Bonus Monies Received Pursuant to ARS 15-249.06(C) 542
P. Approval of Employee Contract Forms for 2026-2027 Fiscal Year and Direction to Administration to Issue Appropriate Contract to Returning Contracted Staff 547
Q. Approval of Out of State Travel 589

11. **STUDY**
    A. Update on Facilities Rental Policy Revision 602

12. **STUDY/ACTION**
    A. Approval of Joint Recommendation from Meet and Confer Committee for an Employee Compensation Package for Fiscal Year 2026-2027 603

13. **ACTION**
    A. Adoption of Resolution for Calling a Special Election to Seek Voter Authorization for the Sale, Lease, or Exchange of District Property 616
    B. Resolution Recognizing the Special Contributions of Educational Support Personnel 630

14. **PUBLIC COMMENT**[1] (30 Minutes Maximum)

15. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

16. **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 Superintendent's office: (520) 696-5205.**

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Executive Session**

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

   A. **Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5)**

**BACKGROUND:**
The Board may wish to convene an executive session to discuss the items listed above pursuant to A.R.S. § 38-431.03(A)(5).

**RECOMMENDATION:**
The administration recommends the Board take action to convene an Executive Session.

**INITIATED BY:**

Jen Anderson

**Jen Anderson** **Date: April 8, 2026**
**Executive Assistant to the Superintendent & Governing Board**

Todd A. Jaeger

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

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Recognition of 2026 Odyssey of the Mind World Teams**

## BACKGROUND:

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

Team members apply their creativity to solve long term problems. They spend months preparing and 8 minutes presenting and they also compete in a "spontaneous" competition where they are given the problem right before they present their solution.

This year, 12 teams earned the right to compete during World Finals being held at Iowa State University, May 27-30, 2026. The following students and their coaches are to be commended for their dedication and high level of accomplishment in this academic competition.

**Innovation Academy**
**Technical Team**
1st Place, Division 1
**Coaches:** Megan Davenport & Christina Garcia Seminario
**Team:**
Caroline Barrett
Blake Davenport
Livia Fendrick
Drew Garcia Seminario
Milana Jackson
Wyatt Michaelsen
Kathryn Parker

**Innovation Academy**
**Classics Team**
1st Place, Division 1
**Coaches:** Melissa Crown & Biancha Infante
**Team:**
Sofia Calienes
Alezandra Crown
Josephine Fendrick
Ellie Hobbins
Ella Hollen
Antonio Infante
Kansas Mellen

**Innovation Academy**
**Structure Team**
4th Place, Division I
Ranatra Fusca Winners
**Coaches:** Patricia Patchin & Colin Cordell
**Team:**
Mackenzie Cordell
Zara Laing
Dominic Lococo
Onesimus Lopez
Mason Rehm
Camille Rhoads

**Painted Sky Elementary**
**Vehicle Team**
2nd Place, Division 1
**Coach:** Ann Branders
**Team:**
Sepp Branders
Mats Branders
Ole Graf
Camden Lerman
Dillon Lerman
Ricardo Romero Aguirre
Mateo Vaglio

**Painted Sky Elementary**
**Technical Team**
2nd Place, Division 1
**Coaches:** Nina Brown & Joanne Carlson
**Team:**
Harrison Brown
Paige Carlson
Ellie Drew
Seneca Herman
Grace Shutey
Mary Sobey
Stella Swett

**Painted Sky Elementary**
**Structure Team**
2nd Place, Division 1
**Coaches:** Heidy Quill
**Team:**
Colin Braddy
Lorenzo Calderon
Beckett Delp
Ben Martinez
Tristan Skarsfeldt

**Donaldson Elementary**
**Classics Team**
2nd Place, Division 1
**Coaches:** Harriet Matiatos &
Jennifer Iadevaia
**Team:**
Henry Belgarde
Mackenzie Hawk
Hadley Lee
Zoe Payne
Natalie Peterson
Luna Pichevin
Sadie Scott

**Cross Middle School**
**Classics Team**
2nd Place, Division 2
**Coach:** Marc Taylor
**Team:**
Eloise Breitengross
Sabrina Gallardo
Sophia Hollen
David Stine
Samuel Stine
Ace Taylor
Alexander Wiechert

**Cross Middle School**
**Structure Team**
2nd Place, Division 2
**Coaches:** Amanda Campion &
Carol Kuropatkin-Cone
**Team:**
Brandon Campion
Aurora Payne
Billy Rodrigues
Raziel Shirley
Stella Webb

**Cross Middle School**
**Technical Team**
3rd Place, Division 2
Coaches: Becky Fendrick &
Robert Wacker
**Team:**
Aaron Eagar
Ella Fendrick
Avery Grembowski-Wacker
Desmond Hopper
Giana Romano
Everett Standish

**Canyon del Oro High School**
**Structure Team**
2nd Place, Division 3
**Coaches:** Lisa DaDeppo &
Karissa Weiler
**Team:**
Bennett Curran
Sofia Garcia
Andrew Garza
Lola Grembowski-Wacker
Jadyn Kraus
Sam Weiler

**Canyon del Oro High School**
**Performance Team**
1st Place, Division 3
Coaches: Lisa DaDeppo &
Scott Lassiter
**Team:**
Hailey Collins
Carter DaDeppo
Cal Hipps
Jade Kogovsek
Jess Lassiter
Siria Martinez
Kyndel Smith

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

**INITIATED BY:**

**Jen Anderson** **Date: April 2, 2026**
**Executive Assistant to the Superintendent and Governing Board**

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

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

**DATE OF MEETING: April 14, 2026**

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

## BACKGROUND:

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

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

Eden Hopkins
Lydia Litkenhus
Brooklynn Reynolds
Haley Allsup
Alexander Brinker
Hannah Taylor
Max Larsen

Paige Green
Kelsey Konishi
Scarlett Tomeh
Hannah Tucker
Luca DeSylvester
Morgan Moore
Hayden Nixon
Madelyn Reichert

## RECOMMENDATION:

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

## INITIATED BY:

Jen Anderson

**Jen Anderson,** **Date: April 1, 2026**
**Executive Assistant to the Superintendent & Governing Board**

Todd A. Jaeger

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

# Ironwood Ridge High School



# Superintendent's Student Advisory Council 2025-2026

# Seniors

Eden Hopkins

Lydia Litkenhus

Brooklyn Reynolds

# Juniors

Haley Alsup

Alexander Brinker

Hannah Taylor

Max Larsen

# Sophomores

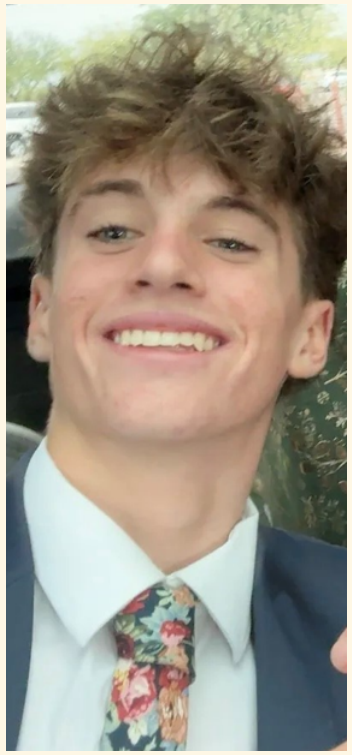
Paige Green

Kelsey Konishi

Scarlett Tomeh

Hannah Tucker

# Freshmen



Luca DeSylvester

Morgan Moore

Hayden Nixon

Madelyn Reichert

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Presentation of Distinguished Service Awards**

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

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

- Tanya Vasquez, Attendance Clerk & Playground Monitor, Keeling Elementary School
- Melanie Derksen, EL Teacher, Nash Elementary School

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

**INITIATED BY:**

Jen Anderson

**Jen Anderson,** **Date: April 1, 2025**
**Executive Assistant to the Superintendent and Governing Board**

Todd A. Jaeger

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

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Recognition of the ITEEA STEM Schools of Excellence**

## BACKGROUND:

**Innovation Academy and Keeling Elementary School** were named STEM Schools of Excellence by the International Technology and Engineering Educators Association (ITEEA), a professional organization that recognizes outstanding schools across the country for their "commitment to providing a robust Integrative STEM education program."

ITEEA created the STEM School of Excellence designation to honor schools whose teachers, administrators, and other stakeholders are providing a meaningful STEM education experience for students. Schools undergo a rigorous application process requiring detailed documentation to demonstrate a strong Integrative STEM program. A panel of reviewers then determines whether the documented evidence represents excellence in Integrative STEM education.

This is the fifth year Innovation Academy has been recognized as a STEM School of Excellence and the third year for Keeling Elementary School to be recognized.

**Lindsay Linde,** Kindergarten teacher at Innovation Academy , was selected for the Goodheart-Willcox Teacher Excellence Award. This is one of the highest honors given to technology and engineering education classroom teachers. Ms. Linde was nominated for her outstanding integration of STEM concepts, specifically Technology and Engineering into the Kindergarten Classroom through the use of inquiry based integrated thematic units of study.

Both schools and Ms. Linde were recognized at the ITEEA Annual Conference March 25-28, 2026.

## RECOMMENDATION:

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

## INITIATED BY:

Jen Anderson

**Jen Anderson,** **Date: April 1, 2026**
**Executive Assistant to the Superintendent & Governing Board**

Todd A. Jaeger

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

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Superintendent's Report**

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

**RECOMMENDATION:**
This item is presented for the Board's information.

**INITIATED BY:** **Date: April 1, 2026**

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

April 14, 2026



# Superintendent's Report

# Roving Chef Program

Students at Nash, Holaway, Copper Creek and Donaldson elementary schools recently participated in the Roving Chef program led by SFE. The program gives students hands-on cooking experiences, developing real-world skills and earning certificates along the way. The program will continue visiting additional schools this month.

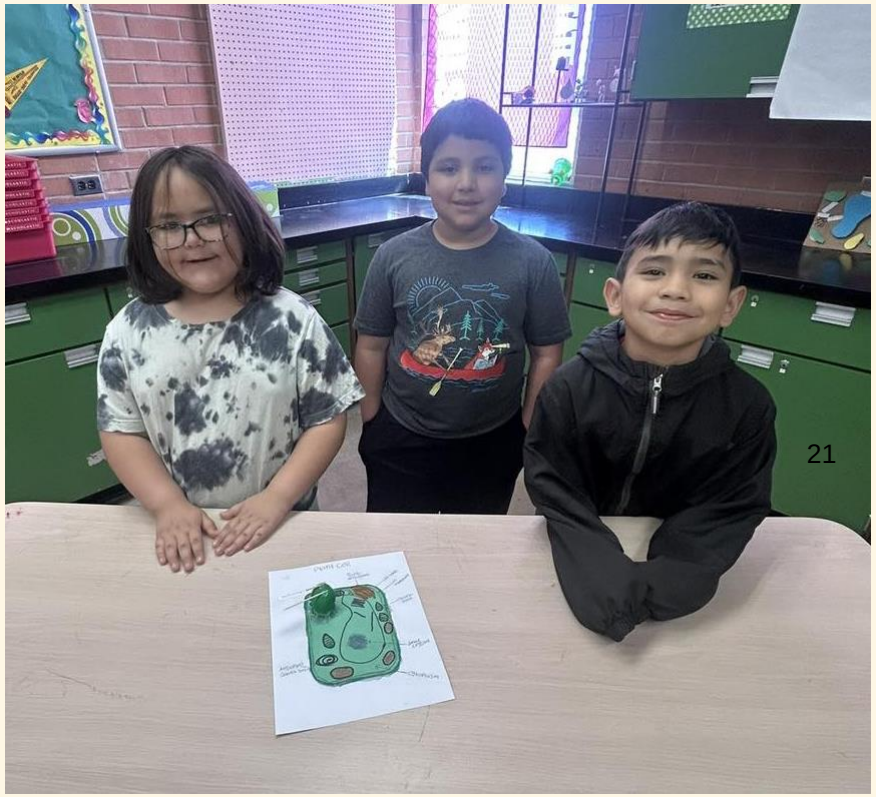
# Junior Achievement Day

Holaway kindergarten students explored financial literacy during Junior Achievement Day last month, with help from University of Arizona Blue Chip Club volunteers. It’s never too soon to build skills that will support them well into the future. Thank you to our University of Arizona partners for helping make this a meaningful experience for our Holaway Coyotes.

# Amphi Foundation Gala

Students from La Cima Middle School, Canyon del Oro High School and Amphi Middle School were among those who showcased their talents at the Amphi Foundation Gala, from mariachi and band performances to academic demonstrations. Thank you to the Amphi Foundation for its continued support of our students and schools.

# Science Collaboration





Prince Elementary third-grade students recently visited Amphi Middle School, where seventh graders brought science to life by sharing creative cell models and explaining each part and its function. The experience sparked curiosity, encouraged great questions and gave older students the opportunity to step into teaching roles.

# Experiments at Painted Sky

Last week, students in Mrs. Vandermyde's class at Painted Sky Elementary explored what plants need to grow through hands-on lessons, testing the roles of water, soil and sunlight. As they observed their radish plants, students saw firsthand how conditions affect growth.

April 14, 2026 Governing Board Meeting

Superintendent Report

# Legislative Update

# The 2026 Landscape – What the Board Needs to Know

Headline: A Session Focused on Mandates, Notifications, and the Ballot Box

- The Big Picture: The legislature is intensely focused on school safety transparency, strict budgetary formulas, and educator boundaries.
- The Shift to the Ballot: Many of the most consequential structural changes are potentially bypassing the Governor and heading straight to the November 2026 ballot.

# Campus Safety & Threat Notifications

Headline: HB 4109 – The 24-Hour Rule

- The Legislation: Currently advancing through the Senate, HB 4109 requires public schools to notify parents and staff within 24 hours of any serious threats or incidents involving violence on campus.
- Impact:
  - Significantly compresses the timeline for threat assessment and community communication.
  - Requires tight coordination between building leadership and the District leadership and communication team.
  - The Challenge: Balancing the mandate for rapid transparency with the need to prevent unnecessary panic or the spread of misinformation during active investigations.

# Student Discipline & Classroom Instruction

Headline: Navigating Scrutiny on Speech and Conduct

- HB 2575 ("Antisemitism in Education Act"):
  - Creates explicit disciplinary and civil penalties for educators who are deemed to promote antisemitism.
  - Districts must be prepared to support history and social studies teachers who must navigate complex, controversial current events, as the bill allows for public complaints and civil lawsuits against staff.
- SB 1241 (Absenteeism & Discipline Reporting): Continued legislative scrutiny on how districts enforce discipline rules (ARS 15-843), specifically regarding excessive absenteeism and the reporting of illegal substance suspensions to the state.

# Campus Medical Readiness

Headline: Upgrading Emergency Health Protocols

- SB 1131: This bill mandates that all public schools officially adopt and implement comprehensive cardiac emergency response plans by the year 2027.
- SB 1009: A companion bill that specifically requires high school students to receive Automated External Defibrillator (AED) training before graduation.



Impact: Districts would need to audit their current AED locations, purchase additional devices, and establish dedicated campus response teams to comply with the SB 1131 mandate. At the high school level, PE and Health teachers would need to integrate the mandatory AED training into the curriculum.

# CTE Funding & Operational Flexibility

Headline: Navigating HB 4034 and Our Technical Education Pathways

HB 4034): This bill refines how Average Daily Membership (ADM) is split for students attending satellite CTED campuses, capping the district side at 1.0 ADM and the CTED side at 0.25 ADM unless a specific intergovernmental agreement dictates otherwise.



Funding Flexibility: Notably, the bill allows school districts participating in a CTED to carry forward up to 25% of received CTE funds into the next fiscal year.

This requires a close review of our current agreements with Pima County JTED to ensure our satellite programs remain properly funded. However, the new carry-forward flexibility will allow our campuses to better plan for larger, long-term CTE equipment purchases.

# Facilities, Leases, and District Property

Headline: Tighter Controls on Real Estate Assets

- HB 2383 & HB 2384: Lawmakers are mandating stricter state oversight on how public school districts manage, lease, and sell physical property. By October 2026, districts would  be required to submit a comprehensive annual report of all real estate holdings to the state.
- Financial Restrictions: If a district leases or sells property to a non-school entity for over $100,000, these bills restrict using those funds for Maintenance & Operations (M&O), forcing proceeds toward paying down bonded indebtedness or reducing local taxes.
- Admin Impact: As we evaluate building utilization across the district, these bills restrict our flexibility to leverage unused property to fund immediate, day-to-day classroom operations.

# The 60% Instructional Spending Mandate

Headline: Preparing for SCR 1032 on the November Ballot

SCR 1032: Passed by the Senate in March (pending in House), this legislatively referred ballot measure would mandate that targeted districts spend at least 60 cents of every dollar specifically on "direct instructional expenses" (primarily teacher pay).

- This mandate does not apply statewide. It explicitly targets school districts with more than 7,500 students located in Arizona's three most populous counties: Maricopa, Pinal, and Pima.
- The Penalty: If voters approve the measure in November, districts that fail to hit the 60% mark would face escalating financial penalties, beginning with a 25% loss of their Classroom Site Fund allocations and eventually reaching a 100% loss for continued non-compliance.
- As district leaders, we must be aware that the state's definition of "instructional expenses" strictly excludes vital support roles like counselors, nurses, social workers, and building administration, as well as costs like utilities, transportation, custodial support, and security. If this passes, Districts will face intense pressure to reallocate funds away from these and many more operational areas to reach the 60% threshold, new operational efficiencies on our campuses.

# Thank you.

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Status of Construction Projects**

**BACKGROUND:**
Administration will present the Governing Board with current information on the status of construction projects funded with State of Arizona School Facilities Division and Bond Funding.

**RECOMMENDATION:**
For information and discussion only.

**INITIATED BY:**

**Richard C. La Nasa, Executive Manager, Operational Support** **Date: April 7, 2026**

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

**Status of Construction Projects**
**4.14.26 Governing Board Meeting**

President Cox Golder, Vice President Kopec, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with School Facility Division Building Renewal Grant (BRG), Adjacent Ways, and Bond funding.

## AHS:

### Bond Projects

PAC House Lighting Modernization – Summer Project $644,698

Track Replacement – Summer Project $737,485

### BRG Projects

Campus Roof Replacements

PH I, East Campus – Construction $4,446,750

PH II, West Campus – Construction $3,250,796

- Phase Grant Funding Requested
  Fall ’26 Funding Allocation?

South Gym HVAC Conversion Construction $1,744,833

- Phase I Complete – HVAC Units Operational
- Phase II 6/15 to 7/31/26 – New Electrical Service

Main Gym Bleacher Replacement $470,344

- Phase Grant Funding Requested

Central Plant # 1 Boiler Replacement $55,820
– Grant Application Submitted

### Adjacent Ways Projects

Prince Road Sidewalk Replacement – PO Issued $5,344

**CDO:**

**Bond Projects**

Fine Arts House Lighting Modernization - Summer Project $521,871

G Building Electrical Panel Replacement – Summer Project $7,007

Training Room Ceiling Grid/Lighting Replacement $34,958
- Complete

Softball Field Access Road Improvements – Complete
Bond Funds $32,524
Adjacent Ways Funds $30,432

**BRG Projects**

Campus Weatherization Design
- PH I, W Campus – Phase Grant Funding Requested $46,040
- PH II, E Campus – Phase Grant Funding Requested $46,900

Fire Alarm Replacement- 20 % Complete $1,996,169

Fire Alarm Monitoring Cellular Conversion $2,073
- Included in Fire Alarm Replacement Project

Domestic Water Main Line Replacement Assessment $7,105
- Grant Request Submitted
- Repair Grant Approved – PO Requested $49,496

Central Plant T & M Equipment Replacement $1,831,898
- Phase Grant Funding Requested

Central Plant T & M Switch Gear Replacement $176,556
- Phase Grant Funding Requested

Fine Arts Boiler Replacement $443,671
– Grant Application Submitted

**IRHS:**

**Bond Projects**

Fine Arts House Lighting Modernization–Summer Project $233,681

Aux. Gym Floor Re-Finishing – Summer Project $83,442

**BRG Projects**

300 Building Roof Repair – Assessment $5,605
- Phase Grant Funding Requested

**AMS:**

**Bond Projects**

Gym Floor Re-Finishing – Summer Project $48,152

**BRG Projects**

Library Roof Replacement Design $20,100
– Phase Grant Funding Requested

**Cross:**

**BRG Projects**

Campus Weatherization Design $41,900
- Phase Grant Funding Requested

**Harelson:**

**BRG Projects**

Campus Roof Design $52,520
- Phase Grant Funding Requested

**Keeling:**

**Bond Projects**

MPR VCT Floor Replacement – Summer Project $52,757

**BRG Projects**

Campus Wide HVAC Replacement

- Assessment Application Submitted

**La Cima:**

**Bond Projects**

Admin Building Roof Repair – PO Issued $22,606

**BRG Projects**

Campus Weatherization –80 % Complete $264,554

Campus Roof Replacement Construction

- South Phase - Phase Grant Funding Requested $601,138
  - Fall ’26 Funding Allocation?
- MPR Phase – 70 % Complete $1,653,475

MPR Floor Cracking Assessment $20,780
– Phase Grant Funding Requested

400 Wing Fire Rated Door Replacement – PO Issued $11,074

**Mesa Verde**

**BRG Projects**

Campus Weatherization Assessment $9,695

- Phase Grant Funding Requested

**Nash:**

**BRG Projects**

Campus Roof Design $67,240
- Phase Grant Funding Requested

**Painted Sky:**

**Bond Projects**

Multiple Classroom Carpet Replacement–Summer Project $85,304

**BRG Projects**

Boiler # 2 Replacement – Summer Project $695,000

Campus Weatherization Assessment – Complete $9,405
- Design Phase Grant Funding Requested

Campus Roof Replacement Assessment - Complete $8,465
- Design Phase Grant Funding Requested
- Repair Grant Approved – PO Requested $18,682

**Prince:**

**BRG Projects**

Campus Roof Replacement Design $47,760
- Phase Grant Funding Requested

Campus Weatherization Design $46,100
- Phase Grant Funding Requested

**Rio Vista**

**Bond Projects**

Parking Lot Reconfiguration – Summer Project
- Bonds $254,967
- Adjacent Ways – Validation Request Submitted $176,688

**BRG Projects**

Roof Counter Flashing Repairs – Complete $3,350

**Walker**

**Bond Projects**

Parking Lot Renovations – Summer Project

Bonds $29,929

Adjacent Ways – Validation Request Submitted $164,727

**BRG Projects**

Roof Replacement Assessment $8,265
– Phase Grant Funding Requested

**Wilson:**

**BRG Projects**

MPR Buildings Roof Replacement – 65 % Complete $1,949,989

Campus Weatherization Design $47,760
- Phase Grant Funding Requested

April 14, 2026



# Status of Construction Projects Highlights

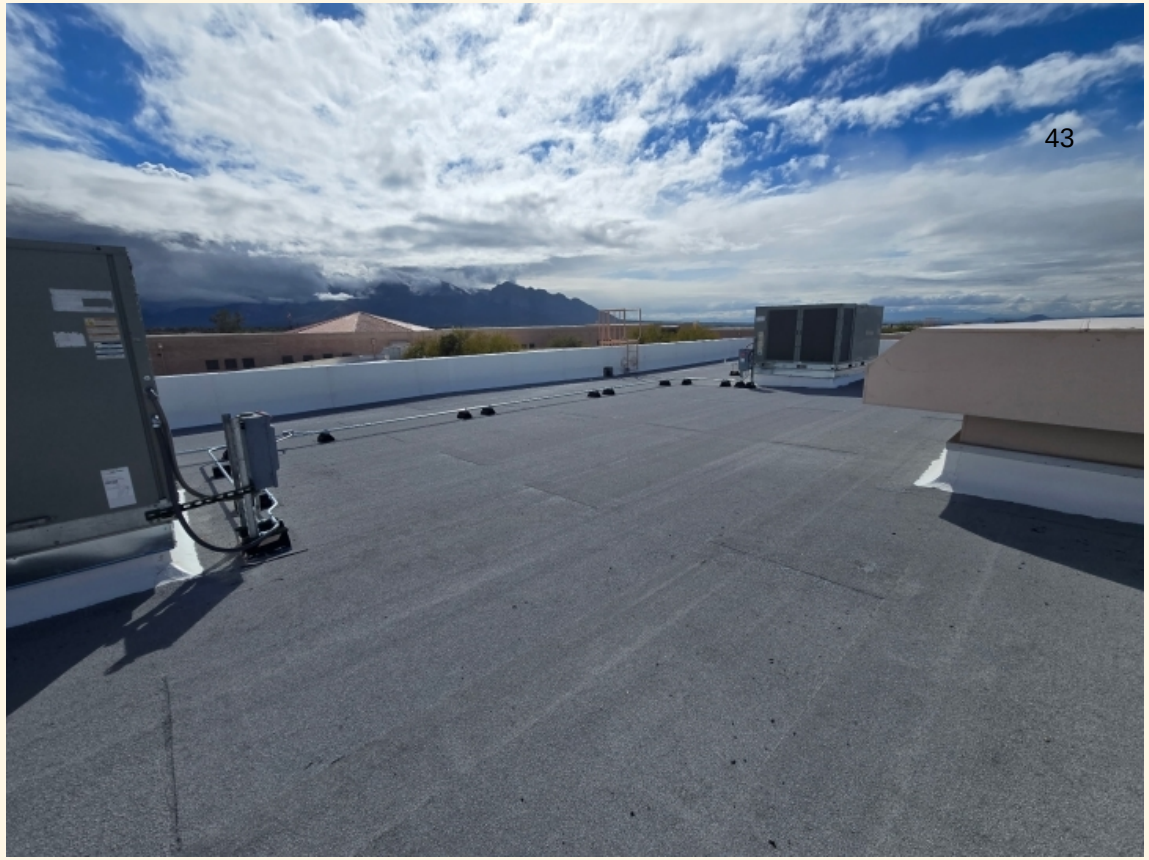
## BRG & Bond Funding

- Canyon del Oro High School H Building Entrance – Bond Funds

- La Cima Middle School – MPR Roof Replacement – BRG Funds

- La Cima Middle School – Weatherization – BRG Funds

- Wilson K-8 School MPR Roof Replacement – BRG Funds



# March 2026 SFD BRG Phase Grant Funding Awards

| | |
|---|---|
| Painted Sky Roof Repairs | $ 18,682 |
| CDO Water Line Repairs | $ 49,496 |

| | |
|---|---|
| March 2026 Funding | $ 68,178 |
| SY ’25 – ’26 New Grant Funding | $7,453,319<br>(3.7% of $200M Budget Allocation) |
| SY ‘25 – ’26 Grant Project Funding Requests Pending Award | $ 12.6M |

AMPHITHEATER
Public Schools

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

**DATE OF MEETING:** **April 14, 2026**

**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 6, 2026.



**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 6, 2026**

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

**4/14/2026**

# GOVERNING BOARD MEETING APPOINTMENTS

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | LEVEL | EXPERIENCE CREDIT | ADD'L INFO | RECOMMENDED BY | COMMENT |
|---|---|---|---|---|---|---|---|---|---|
| Owens | Charlotte | Counselor | CT-PR | CDO High School | COUN-MA | 10 years | Replacement | Ms. Bulleigh | * |
| Arnbrister | Joshua | Teacher - Biology | CT | Ironwood Ridge High | CTT-MA+ | 0 years | Replacement | Dr. Jenkins | * |
| Carley | Riley | Teacher - Special Education Reso | CT | La Cima Middle School | CTT-BA | 0 years | Replacement | Mr. Humphreys | * |
| Hicken | Leslie | Teacher - Social Studies | CT | La Cima Middle School | CTT-MA | 6 years | Replacement | Mr. Humphreys | * |
| McCain | Taylor | Teacher - Grade 1 | CT | Wilson K-8 School | CTT-BA | 0 years | Replacement | Mr. Trimble | * |
| Selvy | Susan | Teacher - Cross Categorical Class | CT | Wilson K-8 School | | | Rehire | | * |
| Suazo | Javier | Teacher - Special Education Reso | CT | Amphi High School | | | Rehire | | * |
| Thornburgh | Alexandra | Teacher - Rillito Classroom | CT | Rillito Center | | | Rehire | | * |
| Vigil | Janice | Teacher - Special Education Reso | CT | Wilson K-8 School | | | Rehire | | * |
| Krznarich | Prucilla | School Nurse | CL-PR | Rillito Center | | | Rehire | | * |
| Cozort | Lynn | Transportation Attendant | CL | Transportation | 1 | | Replacement | Ms. Frye-George | |
| Godoy | Albino | Groundskeeper II | CL | Facilities Support | | | Rehire | Mr. Gill | |
| Hughes | Amber | Special Education Teaching Assist | CL | Amphi High School | | | Rehire | | * |
| Jacks | Paul | Bus Driver Trainee | CL | Transportation | 1 | 0 years | Replacement | Ms. Frye-George | |
| Johnson | Carmen | Bus Driver Trainee | CL | Transportation | | | Rescind | | |

| | |
|---|---|
| * | 2026 - 2027 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 |

**04/14/26**
**GOVERNING BOARD MEETING**
**APPOINTMENTS**

**SUBSTITUTES**

| LAST NAME | FIRST NAME | TITLE | CT / CL | LOCATION | EFFECTIVE DATE | COMMENT |
|---|---|---|---|---|---|---|
| Santos | Ilena | | CT | | 03/17/2026 | |
| Worsfold | Sean | | CT | | 03/24/2026 | |
| Riz | Alia | | CL | | 03/16/2026 | |

| | |
|---|---|
| AD | Administrative |
| PR | Professional |
| CT | Certified |
| CL | Classified |

AMPHITHEATER
Public Schools

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

**DATE OF MEETING:** **April 14, 2026**

**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 13, 2026.



**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 13, 2026**

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

**4/14/2026**

# GOVERNING BOARD MEETING
# PERSONNEL CHANGES

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | REASON | LEVEL | FINANCIAL CHANGE | COMMENT |
|---|---|---|---|---|---|---|---|---|
| Sullivan | Christine | School Improvement Specialist | CT-PR-RET | Federal/State Programs | Increase FTE | | +$12,729.81 | + 0.2 FTE |
| Brower | Thomas | Teacher - Band | CT | Mesa Verde Elementary | Correction | | | Salary placement |
| Schleicher | Katrina | Teacher - P. E. | CT | Mesa Verde Elementary | Increase FTE | | | * +0.1 FTE |
| Ammon | Connie | ADDN - Section 504 | ADCT | Coronado K-8 School | Correction | | | Amount: $1,600.00 |
| Arispe | Brooke | ADDN - Section 504 | ADCT | Cross Middle School | Correction | | | Amount: $3,550.00 |
| Bear | Sophia | ADDN - Arizona Teaching Fellow | ADCT | Rio Vista Elementary | Addendum | | | $400.00 |
| Brungardt | Elizabeth | ADDN - Section 504 | ADCT | Keeling Elementary | Correction | | | Amount: $450.00 |
| Davis | Rachel | Coach - Volleyball Assistant MS | ADCT | Coronado K-8 School | Addendum | | | $1,511.48 |
| Esposito | Kimberly | ADDN - Section 504 | ADCT | Walker Elementary | Correction | | | Amount: $950.00 |
| Garcia | Christopher | ADDN - Section 504 | ADCT | Wilson K-8 School | Correction | | | Amount: $2,450.00 |
| Grosse | Caitlin | ADDN - Arizona Teaching Fellow | ADCT | Amphi Middle School | Addendum | | | $1,000.00 |
| Howell | Luke | ADDN - CTE Placement Survey | ADCT | Ironwood Ridge High | Addendum | | | $500.00 |
| Lewis | Loralee | ADDN - Section 504 | ADCT | Copper Creek Elementar | Correction | | | Amount: $650.00 |
| Lidbetter | Erin | ADDN - Section 504 | ADCT | La Cima Middle School | Correction | | | Amount: $1,150.00 |
| McDole | Madisyn | ADDN - Arizona Teaching Fellow | ADCT | Keeling Elementary | Addendum | | | $1,000.00 |
| Meitner | Nickolas | ADDN - CTE Placement Survey | ADCT | CDO High School | Addendum | | | $25.00 |
| Olszewski | Cynthia | ADDN - Section 504 | ADCT | CDO High School | Correction | | | Amount: $2,850.00 |
| Parriott | Lisa | ADDN - Section 504 | ADCT | CDO High School | Correction | | | Amount: $2,350.00 |
| Rodrigues | Michaela | ADDN - Section 504 | ADCT | Innovation Academy | Correction | | | Amount: $450.00 |
| Smith | Kimberly | ADDN - Section 504 | ADCT | Holaway Elementary | Correction | | | Amount: $200.00 |
| Stine | Laura | ADDN - Section 504 | ADCT | Mesa Verde Elementary | Correction | | | Amount: $550.00 |
| Sutton | Kyle | ADDN - Section 504 | ADCT | CDO High School | Correction | | | Amount: $2,450.00 |

| | |
|---|---|
| * | 2026 - 2027 School Year |
| Addendum | Employee receiving extra-curricular position or stipend |
| Added Duty | Employee working additional hours or days |
| Additional Position | Employee working an additional position |
| Correction | Correction to contract |
| Decrease FTE | Decrease in hours |
| Extension | End date being extended |
| Increase FTE | Increase in hours/contract |
| Promotion | Employee receiving a promotion to another position |
| Reassignment | Employee moving to another position at the direction of the administration |
| Status Change | Employee changing status (i.e. short term to career) |
| Temporary | Employee working for a limited period of time |
| Transfer | Employee moving from one position to another |

| | |
|---|---|
| ADCT | Addendum Certified |
| ADCL | Addendum Classified |
| ADACS | Addendum Amphi Community Schools |
| CT-AD | Certified Administrative |
| CT | Certified |
| CL-AD | Classified Administrative |
| CL | Classified |
| PR | Professional |
| EL | Elementary |
| MS | Middle School |
| HS | High School |

# GOVERNING BOARD MEETING
# PERSONNEL CHANGES

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | REASON | LEVEL | FINANCIAL CHANGE | COMMENT |
|---|---|---|---|---|---|---|---|---|
| Swisher | Danielle | Coach - Track Assistant MS | ADCT | Wilson K-8 School | Addendum | | | $1,511.48 |
| Walker | Melisa | ADDN - Section 504 | ADCT | Rio Vista Elementary | Correction | | | Amount: $500.00 |
| Willis | John | ADDN - Section 504 | ADCT | Amphi High School | Correction | | | Amount: $2,300.00 |

| | |
|---|---|
| * | 2026 - 2027 School Year |
| Addendum | Employee receiving extra-curricular position or stipend |
| Added Duty | Employee working additional hours or days |
| Additional Position | Employee working an additional position |
| Correction | Correction to contract |
| Decrease FTE | Decrease in hours |
| Extension | End date being extended |
| Increase FTE | Increase in hours/contract |
| Promotion | Employee receiving a promotion to another position |
| Reassignment | Employee moving to another position at the direction of the administration |
| Status Change | Employee changing status (i.e. short term to career) |
| Temporary | Employee working for a limited period of time |
| Transfer | Employee moving from one position to another |

| | |
|---|---|
| ADCT | Addendum Certified |
| ADCL | Addendum Classified |
| ADACS | Addendum Amphi Community Schools |
| CT-AD | Certified Administrative |
| CT | Certified |
| CL-AD | Classified Administrative |
| CL | Classified |
| PR | Professional |
| EL | Elementary |
| MS | Middle School |
| HS | High School |

AMPHITHEATER
Public Schools

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of Leave(s) of Absence**

**BACKGROUND:**
Leave(s) of absence will be presented herein and are current as of April 6, 2026.



**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 6, 2026**

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

**4/14/2026**

# GOVERNING BOARD MEETING
# LEAVES OF ABSENCE

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | DATES | COMMENT |
|---|---|---|---|---|---|---|
| Burlison | Taryn | Librarian | CT | Amphi High School | 03/23/2026 | Rescind |
| Guymon | Kate | Instructional Support Assistant | CT | La Cima Middle School | 03/23/2026 | Start |
| Moreno | Elizabeth | Teacher - Grade 2 | CT | Nash Elementary | 03/23/2026 | Start |
| Multhup | January | Teacher - Grade 1 | CT | Copper Creek Elementary | 03/02/2026 | Start |
| Resley | Robin | Teacher - Special Education Resou | CT | Ironwood Ridge High | 03/31/2026 | Extesnion |
| Terrace | Tatum | Teacher - Grade 1 | CT | Donaldson Elementary | 03/27/2026 | End |
| Aguirre | Adilene | Parent Educator | CL | Wetmore Center | 04/03/2026 | End |
| Allamong | James | Groundskeeper I | CL | Facilities Support | 04/13/2026 | Extension |
| Armenta | Rosario | Custodian II | CL | Walker Elementary | 03/27/2026 | End |
| Baldenegro | Mireya | Bus Driver | CL | Transportation | 04/06/2026 | Extension |
| Baldenegro | Mireya | Bus Driver | CL | Transportation | 03/10/2026 | Start |
| Cox | Jennifer | Preschool Instructional Specialist | CL | Harelson Elementary | 03/06/2026 | End |
| Moss | Aimee | Student Services Coordinator Assis | CL | Walker Elementary | 04/10/2026 | End |
| Outram | Erin | Bus Driver | CL | Transportation | 03/20/2026 | End |
| Walker | Robert | Maintenance Technician II | CL | Facilities Support | 03/27/2026 | End |

| | |
|---|---|
| * | 2024-2025 School Year |
| CT-AD | Certified Administrative |
| CT | Certified |
| CL-AD | Classified Administrative |
| CL | Classified |
| PR | Professional |

AMPHITHEATER
Public Schools

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

**DATE OF MEETING:** **April 14, 2026**

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

**BACKGROUND:**
Separation(s) and termination(s) will be presented herein. Separations are current as of April 6, 2026.



**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 6, 2026**

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

**4/14/2026**

# GOVERNING BOARD MEETING
# SEPARATIONS

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | EFFECTIVE DATE | REASON | COMMENT |
|---|---|---|---|---|---|---|---|
| Reed | Stephan | Coach - Track Assistant MS | VOLCO | Amphi Middle School | 03/24/2026 | Resignation | |
| Marner | Peggy | Teacher - Grade 3 | CT-RET | Holaway Elementary | 05/21/2026 | Retirement | |
| Brown | Karen | Teacher - Nursing Services | CT | Ironwood Ridge High | 05/21/2026 | Resignation | |
| Cliff | Mary | Curriculum, Instruction, & Int | CT | Cross Middle School | 05/21/2026 | Resignation | |
| Counts | Austin | Teacher - Photography | CT | Ironwood Ridge High | 05/21/2026 | Resignation | |
| Deeb | Tara | Teacher - Mathematics | CT | Cross Middle School | 05/21/2026 | Retirement | Returning ESI |
| Delaney | April | Teacher - History | CT | Ironwood Ridge High | 05/21/2026 | Retirement | Returning ESI |
| Goldstein | Heidi | Teacher - Mathematics | CT | Ironwood Ridge High | 05/21/2026 | Resignation | |
| Grisez | Jenine | Teacher - Art | CT | Keeling Elementary | 05/21/2026 | Budget RIF | |
| Hess | charles | Teacher - P. E. | CT | Cross Middle School | 05/21/2026 | Retirement | Returning ESI |
| Howard | Skylar | Teacher - Grade 1 | CT | Prince Elementary | 05/21/2026 | Resignation | |
| Hunt | Arielle | Teacher - Mathematics | CT | Ironwood Ridge High | 04/03/2026 | Breach of Contract | |
| Johnson | Neely | Teacher - AVID | CT | La Cima Middle School | 05/21/2026 | Resignation | |
| Johnson | Neely | Teacher - Social Studies | CT | La Cima Middle School | 05/21/2026 | Resignation | |
| Klingler | Abbey | Teacher - Academic Interver | CT | Holaway Elementary | 05/21/2026 | Resignation | |
| Linde | Lindsay | Teacher - Kindergarten | CT | Innovation Academy | 05/21/2026 | Resignation | |
| Pierce | Abigail | Teacher - Kindergarten | CT | Prince Elementary | 05/21/2026 | Resignation | |
| Roberts | Michelle | Teacher - Grade 2 | CT | Nash Elementary | 05/21/2026 | Retirement | |
| Seegmiller | Carrie | Teacher - Kindergarten | CT | Painted Sky Elementary | 05/21/2026 | Resignation | |
| Shaheen | John | Teacher - Band | CT | Copper Creek Elementary | 05/21/2026 | Resignation | |
| Shaheen | John | Teacher - Music | CT | Cross Middle School | 05/21/2026 | Resignation | |
| Storms | Jordan | Teacher - Grade 1 | CT | Harelson Elementary | 05/21/2026 | Resignation | |
| Summons | Sjana | Teacher - American Sign La | CT | Amphi High School | 05/21/2026 | Resignation | |

| | |
|---|---|
| * | 2026 - 2027 School Year |
| Budget RIF | Reduction in force due to budget |
| Abandonment | Employee abandoned position |
| Breach of Contract | Employee did not fulfill contract |
| Dismissal | Employee terminated by the District |
| Resignation | Employee resigning from the District |
| Retirement | Employee retiring from the District |

| | |
|---|---|
| ADCT | Addendum Certified |
| ADCL | Addendum Classified |
| ADDM | Addendum Only |
| CT-AD | Certified Administrative |
| CT | Certified |
| CL-AD | Classified Administrative |
| CL | Classified |
| PR | Professional |

# GOVERNING BOARD MEETING
# SEPARATIONS

| LAST NAME | FIRST NAME | TITLE | CT/CL | LOCATION | EFFECTIVE DATE | REASON | COMMENT |
|---|---|---|---|---|---|---|---|
| Lindsey | Cathy | Special Education Teaching | CL-RET | Walker Elementary | 04/03/2026 | Resignation | |
| Badr | Carolyn | Library Assistant | CL | Innovation Academy | 05/21/2026 | Retirement | |
| Carino | Monica | Cook | CL | Coronado K-8 School | 03/06/2026 | Abandonment | |
| Christen | Amber | Campus Monitor | CL | Walker Elementary | 03/13/2026 | Resignation | |
| Dutton | Amber | Bus Driver | CL | Transportation | 03/27/2026 | Resignation | |
| Ferell | Joan | Bookstore Manager | CL | Ironwood Ridge High | 05/29/2026 | Retirement | |
| Fleckenstein | Emily | Library Assistant | CL | Rio Vista Elementary | 04/17/2026 | Resignation | |
| Gonzalez | Elizabeth | Transportation Attendant | CL | Transportation | 03/13/2026 | Abandonment | |
| Reed | Jan | Preschool Aide/Caregiver | CL | Rio Vista Elementary | 05/21/2026 | Retirement | |
| Rivera | Eva | Custodian I | CL | Amphi High School | 03/13/2026 | Dismissal | |
| Sousley | KC | Transportation Attendant | CL | Transportation | 04/03/2026 | Resignation | |

| | |
|---|---|
| * | 2026 - 2027 School Year |
| Budget RIF | Reduction in force due to budget |
| Abandonment | Employee abandoned position |
| Breach of Contract | Employee did not fulfill contract |
| Dismissal | Employee terminated by the District |
| Resignation | Employee resigning from the District |
| Retirement | Employee retiring from the District |

| | |
|---|---|
| ADCT | Addendum Certified |
| ADCL | Addendum Classified |
| ADDM | Addendum Only |
| CT-AD | Certified Administrative |
| CT | Certified |
| CL-AD | Classified Administrative |
| CL | Classified |
| PR | Professional |

| LAST NAME | FIRST NAME | TITLE | CT / CL | LOCATION | EFFECTIVE DATE | REASON |
|---|---|---|---|---|---|---|
| Canez | Amanda | | CT | | 04/01/2026 | |
| Charters | Julie | | CT | | 03/17/2026 | |
| Dancil Register | Marlene | | CT | | 03/23/2026 | |
| Faulkinbury | Shannon | | CT | | 03/17/2026 | |
| Gastelum | Jennifer | | CT | | 03/17/2026 | |
| Kollasch | Joy | | CT | | 03/17/2026 | |
| Leyva | Celina | | CT | | 04/01/2026 | |
| Pruzin | Antoinette | | CT | | 03/17/2026 | |
| Reed | Stephan | | CT | | 04/01/2026 | |
| Richter | Joan | | CT | | 03/23/2026 | |
| Sisson | Alyssa | | CT | | 03/24/2026 | |
| Vasquez | Jerilyn | | CT | | 03/23/2026 | |
| Wight-Crivello | Jacquelyn | | CT | | 03/23/2026 | |
| Wilhelmsen | Jason | | CT | | 03/23/2026 | |
| | | | | | | |
| Fecske | Ilona | | CL | | 03/30/2026 | |

AMPHITHEATER
Public Schools

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

**DATE OF MEETING:** **April 14, 2026**

**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 6, 2026.



## 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 6, 2026**

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

**4/14/2026**

# GOVERNING BOARD MEETING
# COACHING VOLUNTEERS

| LAST NAME | FIRST NAME | POSITION | LOCATION | REASON | AMOUNT/COMMENTS |
|---|---|---|---|---|---|
| Carley | Riley | Coach - Volleyball Assistant MS | La Cima Middle School | Stipend | $1,511.48 |
| Gilbert | Matthew | Coach - Baseball Assistant MS | Wilson K-8 School | Stipend | $1,511.48 |
| Jones | Patrick | Coach - Baseball Head MS | Coronado K-8 School | Stipend | $1,835.37 |
| Smith | Lizetta | Coach - Volleyball Head MS | Amphi Middle School | Stipend | $1,835.37 |
| Toia | Dennis | Coach - Baseball Assistant HS | CDO High School | Stipend | $2,591.11 |
| Winkel | Hannah | Coach - Volleyball Assistant HS | Ironwood Ridge High | Stipend | $2,591.11 |

* 2026-2027 School Year

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of Vouchers Totaling and Not Exceeding $2,557,971.44 (Final Total)**

## BACKGROUND:

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

## RECOMMENDATION:

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

## INITIATED BY:

Scott Little

**Scott Little, Chief Financial Officer** **Date: April 13, 2026**

Todd A. Jaeger

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

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

**DATE OF MEETING:** **April 14, 2026**

**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

**Scott Little, Chief Financial Officer** **Date: April 1, 2026**

Todd A. Jaeger

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

| Gifts and Donations | Donor | Site |
|---|---|---|
| Ck in the amount $2,180.00 | CATERPILLAR FOUNDATION | PAINTED SKY ELEMENTARY |
| Ck in the amount $500.00 | ARIZONA EDUCATIONAL FOUNDATION | COPPER CREEK ELEMENTARY |
| Ck in the amount $164.00 | AMPHITHEATER FOUNDATION | HARELSON ELEMENTARY |
| Ck in the amount $500.00 | ARIZONA EDCUCATIONAL FOUNDATION | HARELSON ELEMENTARY |
| Ck in the amount $500.00 | THE TUCSON RODEO PARADE COMMITTEE | AMPHITHEATER HIGH SCHOOL |
| Ck in the amount $200.00 | SABINO CANYON VOL NATURALISTS | KEELING ELEMENTARY |
| Ck in the amount $736.00 | AMERICAN ONLINE GIVING FOUNDATION | PAINTED SKY ELEMENTARY |
| Ck in the amount $100.00 | SPECIAL EATS LLC | INNOVATION ACADEMY |

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of Parent Support Organization(s) – 2025-2026**

**BACKGROUND:**
Approval of the following Parent Support Organization(s) pursuant to District Procedure 4-102.A:

Dorado Beach Volleyball Boosters

**RECOMMENDATION:**
It is the recommendation of the Administration that the Governing Board approve these changes to the list of approved parent support organizations.

**INITIATED BY:**

Scott Little

**Scott Little, Chief Financial Officer** **Date: April 8, 2026**

Todd A. Jaeger

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

Print Form

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

School Year 2025 - 2026

Name of Organization DORADO BEACH VOLLEYBALL BOOSTERS School CANYON DEL ORO HIGH SCH

Related Student Organization or Club _____ Taxpayer I.D. 38-4384133

OFFICERS:

**Name:** Christina Berndt
Office Held: President
Address: _____
E-mail: _____
Phone(s): _____
Date taking office: 02/12/26

**Name:** Alexis Larriva
Office Held: Treasurer
Address: _____
E-mail: _____
Phone(s): _____
Date taking office: 02/12/26

**Name:** Alexis Larriva
Office Held: Vice President
Address: _____
Phone(s): _____
Date taking office: 03/10/26

**Name:** _____
Office Held: _____
Address: _____
Phone(s): _____
Date taking office: _____

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ATTACHED SHEET.

☒ Formal Non-Profit Please Attach: 1) Articles of Incorporation *(first year only)*
2) I.R.S. Determination Letter *(first year only)*
3) Annual budget, goals and objectives
4) Current operating by-laws
5) Last fiscal year AZ Corporation Commission Annual Report
6) Last fiscal year I.R.S. Form 990 Annual Report
7) Most recent treasurers financial report
8) Most recent bank statement

☐ Informal Non-Profit Please Attach: 1) Annual budget, goals and objectives
2) Current operating by-laws
3) Most recent treasurers financial report
4) Most recent bank statement

Are two signatures required on disbursements? Yes (No) By-laws reviewed annually? ☒ Yes ☐ No

Member meetings held how often? Annually Executive meetings held how often? Biannual.

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

Signature 2-27-26 Date Signature 2/27/26 Date

Signature 3/10/2026 Date Signature Date

Site Administrator's Approval: Tara Bullock Signature 3/12/26 Date

*For district use:* *Finance Department recommendation:* approval

*Governing Board Agenda date:* 4/14/2026

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Receipt of December 2025 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

**Scott Little, Chief Financial Officer** **Date: April 7, 2026**

Todd A. Jaeger

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

# Amphitheater Public Schools
# Summary of Activity for All Schools
# Auxiliary Accounts
# For Month Ending December 31, 2025

| | | |
|---|---|---|
| Beginning Balance | $ | 3,316,800.80 |
| Plus Deposits | | 342,630.33 |
| Less Disbursements | | (209,669.52) |
| Ending Book Balance For All Schools | $ | 3,449,761.61 |
| Outstanding Deposits | | (1,361,387.35) |
| Outstanding Checks | | 118,924.00 |
| Ending Bank Balance For All Schools | $ | 2,207,298.26 |

# Amphitheater Public Schools
# Summary of Activity for All Schools
# Student Activity Accounts
# For Month Ending December 31, 2025

| | | |
|---|---|---|
| Beginning Balance | $ | 771,381.67 |
| Plus Deposits | | 65,677.93 |
| Less Disbursements | | (129,684.55) |
| Ending Book Balance For All Schools | $ | 707,375.05 |
| Outstanding Deposits | | (151,717.18) |
| Outstanding Checks | | 40,315.51 |
| Ending Bank Balance For All Schools | $ | 595,973.38 |

## Amphitheater Public School District #10

## Elementary/Middle Schools
## Student Activity Account Club Balances
## For Month Ending December 31, 2025

| | | |
|---|---|---|
| **Amphi Middle School** | | |
| Student Gov't | | 2,856.62 |
| MESA Club | | 148.06 |
| NJHS | | 178.52 |
| Odyssey of the Mind | | 439.12 |
| Science Club | | 1,684.16 |
| **Amphi Middle School Total** | **$** | **5,306.48** |
| | | |
| **Copper Creek Elementary** | | |
| Student Council | | 6,585.62 |
| Turquoise Times | | 32.28 |
| **Copper Creek Total** | **$** | **6,617.90** |
| | | |
| **Coronado K-8 Schools** | | |
| Elementary Student Council | | 4,858.12 |
| Middle School Student Council | | 6,031.85 |
| Astronomy/Space & Science | | 221.76 |
| Band | | 3,951.05 |
| C.H.O.I.C.E.S. | | 167.53 |
| 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 | | 5,312.84 |
| Odyssey of the Mind | | 1,577.35 |
| Orchestra | | 930.57 |
| Running Club | | 3,152.56 |
| Wrestlers Club | | 871.70 |
| **Coronado Total** | **$** | **30,691.92** |
| | | |
| **Cross Middle School** | | |
| Student Council | | 7,488.09 |
| Band Club | | 2,145.39 |
| Choir Club | | 2,116.40 |
| Life Skills Exploratory Club | | 142.96 |
| Musical Theater Club | | 1,315.32 |
| NJHS | | 1,892.41 |
| Orchestra Club | | 2,446.60 |
| Star Club | | 1,874.57 |
| Web Club | | 1,806.90 |
| **Cross Middle School Total** | **$** | **21,228.64** |
| | | |
| **Donaldson Elementary** | | |
| Student Council | | 5,162.11 |
| **Donaldson Total** | **$** | **5,162.11** |

## Amphitheater Public School District #10

## Elementary/Middle Schools
## Student Activity Account Club Balances
## For Month Ending December 31, 2025

| | | |
|---|---|---|
| **Harelson Elementary** | | |
| Student Council | | 1,825.33 |
| 5th Grade Activities | | 125.36 |
| Track | | 307.65 |
| **Harelson Total** | $ | **2,258.34** |
| | | |
| **Holaway Elementary** | | |
| Student Council | | 753.22 |
| **Holaway Total** | $ | **753.22** |
| | | |
| **Innovation Academy** | | |
| Student Council | | 200.69 |
| Algebra Club | | 116.52 |
| Entrepreneur Club | | 3,887.54 |
| Odyssey of the Mind | | 280.44 |
| **Innovation Academy Total** | $ | **4,485.19** |
| | | |
| **Keeling Elementary** | | |
| Student Council | | 1,453.71 |
| **Keeling Total** | $ | **1,453.71** |
| | | |
| **La Cima Middle School** | | |
| Student Council | | 1,143.69 |
| NJHS | | 1,078.08 |
| **La Cima Total** | $ | **2,221.77** |
| | | |
| **Mesa Verde Elementary** | | |
| Student Council | | 6,100.96 |
| **Mesa Verde Total** | $ | **6,100.96** |
| | | |
| **Nash Elementary** | | |
| Student Council | | 1,634.36 |
| **Nash Total** | $ | **1,634.36** |
| | | |
| **Painted Sky Elementary** | | |
| Student Council | | 2,463.32 |
| Nature Shop | | 929.20 |
| Orchestra | | 273.55 |
| Band | | 788.13 |
| Chorus | | 781.42 |
| Milers | | 2,869.51 |
| OM | | 584.95 |
| Sign Language | | 210.00 |
| NEHS | | 501.19 |
| Math Club | | 23.00 |
| Art Club | | 209.84 |
| Sports Club | | 120.01 |
| Yearbook | | 45.00 |
| **Painted Sky Total** | $ | **9,799.12** |

## Amphitheater Public School District #10

## Elementary/Middle Schools
## Student Activity Account Club Balances
## For Month Ending December 31, 2025

| | | | |
|---|---|---|---|
| **Prince Elementary** | | | |
| Student Council | | | 1,234.12 |
| **Prince Total** | | $ | **1,234.12** |
| | | | |
| **Rio Vista Elementary** | | | |
| Student Council | | | 981.94 |
| **Rio Vista Total** | | $ | **981.94** |
| | | | |
| **Walker** | | | |
| Student Council | | | 2,415.28 |
| Fitness Fanatics | | | 396.83 |
| Odyssey of the Mind | | | 3,264.17 |
| Art Club | | | - |
| **Walker Total** | | $ | **6,076.28** |
| | | | |
| **Wilson** | | | |
| Student Council | | | 9,262.01 |
| Algebra Club | | | 439.36 |
| Archery Club | | | 2,342.67 |
| Art Club | | | - |
| Elementary Student Council | | | 3,975.41 |
| Elementary Choir | | | 715.44 |
| GameMakers | | | - |
| MS Choir | | | 2,920.92 |
| MS Theater Club | | | 394.64 |
| National Elementary Honor Society | | | 451.67 |
| National Junior Honor Society | | | 970.73 |
| Odyssey of the Mind | | | 566.83 |
| Robotics Club | | | 1,078.53 |
| Science Club | AUX DEP TO WRONG ACCT | | 660.00 |
| Yearbook Club | | | 1,704.73 |
| **Wilson Total** | | $ | **25,482.94** |
| | | | |
| **Total K-8 Club Balances** | | $ | **131,489.00** |
| | Plus: Outstanding Checks | | - |
| | Less: Outstanding Deposits (Inc CC's) | | (3,717.23) |
| | NSF Checks/Void/Stale/Account Adj | | - |
| | Deposit Error/Adjustments | | |
| | **Bank Balance** | $ | **127,771.77** |
| | Sweep Account | $ | 127,771.77 |
| | | | 0.00 |

# Amphi High School
## Student Activity Account
## Schedule of Club Balances
## For Month Ending December 31, 2025

| | | | | | |
|---|---|---|---|---|---|
| 1001 | Student Council | $ 15,825.72 | 1450 | Debate Club | $ 586.14 |
| 1035 | Art Club | 966.76 | 1470 | Soccer -Girls | 216.76 |
| 1050 | AHS Unified Panters Club | - | 1520 | Media Club | 1223.37 |
| 1070 | Band Club | 161.51 | 1560 | National Honor Society | 365.05 |
| 1080 | Baseball | 1,854.03 | 1590 | Odyssey of the Mind | - |
| 1085 | Golf -Boys | - | 1600 | Orchestra Club | 1,115.82 |
| 1110 | Basketball -Girls | 1,448.90 | 1606 | Archery Club | 609.00 |
| 1111 | Book Club | 250.00 | 1620 | Mariachi Club | 569.50 |
| 1113 | Drama Club | 1,166.02 | 1631 | Panther Popcorn | 4,984.03 |
| 1115 | Choir Club | 5,560.23 | 1740 | ASL Club | 2,901.93 |
| 1120 | AVID Club | 2,870.33 | 1744 | Auto Skills USA Amphi Chapter | 4,525.20 |
| 1172 | Dance Club | 122.10 | 1745 | Soccer -Boys | 112.82 |
| 1180 | Basketball -Boys | 10,586.38 | 1770 | Softball Club | 527.02 |
| 1200 | Panther Partners Club | 1,350.26 | 1780 | Spanish Club | 1,785.15 |
| 1226 | Early Childhood Club | 2,619.13 | 1785 | AHS Spiritline Cheer | 37.18 |
| 1227 | Yearbook Club | 1,917.58 | 1790 | Cross Country Club -Girls | 819.87 |
| 1230 | Fashion Sewing Club | - | 1803 | HOSA Club | 8,166.10 |
| 1234 | FFA Club | 1,173.65 | 1830 | Swim Club | 912.89 |
| 1235 | FFA - Loan Funds | 11,650.40 | 1835 | Tennis -Girls | 11.72 |
| 1245 | French Club | 1,831.33 | 1840 | Tennis -Boys | 12.47 |
| 1250 | FBLA Club | 130.67 | 1850 | Tech Theater Club | 380.68 |
| 1255 | A/V Panthers Club | 4,120.41 | 1860 | Trackers - Track & Field Club | 705.88 |
| 1261 | The Game Club | 51.00 | 1900 | Volleyball -Girls | 7,049.96 |
| 1275 | Girls Golf Club | - | 1905 | Beach Volleyball | 4,179.81 |
| 1280 | Greenhouse Club | 62.70 | **1950** | **Bookstore Over/Short** | 0.52 |
| 1290 | Wrestling | 649.14 | 1965 | Astronomy Club | - |
| 1300 | Football Club | 1,209.54 | 1983 | Amphi Welding Club | 140.00 |
| 1310 | Inter Act Club | 1,403.56 | | | |
| 1350 | Volleyball -Boys | 109.35 | | | |

| | |
|---|---|
| **Amphi HS Total Clubs** | **$ 111,029.57** |
| Plus: Outstanding Checks | 3,079.53 |
| Less: Outstanding Deposits (Inc CC's) | (9,688.51) |
| NSF Checks/Void/Stale/Account Adj | - |
| Deposit Error/Adjustments | - |
| **Bank Balance** | **$ 104,420.59** |

Sweep Account $ 104,420.59
0.00

**Canyon Del Oro High School**
**Student Activity Account**
**Schedule of Club Balances**
**For Month Ending December 31, 2025**

| | | | |
|---|---|---|---|
| 1001 Student Government | $ 43,358.45 | 1420 IB Club | $ 259.47 |
| 1020 Academic Decathlon | 6,090.57 | 1425 Anime Club | - |
| 1031 Black Excellence Student Union | 231.50 | 1470 Soccer -Girls | 2,832.62 |
| 1033 Awareness | 15.00 | 1480 Link Crew | 10,776.87 |
| 1034 Art Club | 203.00 | 1530 Model United Nations | 208.84 |
| 1070 Band Club | 1,540.06 | 1560 National Honor Society | 5.38 |
| 1081 Be Kind /Ben's Bell Club | 390.64 | 1580 Youth and Government | 90.00 |
| 1083 Biology Club | 995.70 | 1590 Odyssey of the Mind | 8,165.80 |
| 1084 Bowling Club | 29.44 | 1600 Orchestra Club | 9.55 |
| 1085 Golf -Boys | 12,963.89 | 1650 Psychology Club | 28.00 |
| 1110 Basketball -Girls | 1,528.57 | 1740 Sign Language Club | 376.02 |
| 1111 Book Club | 20.62 | 1742 Senior Spirit Squad | 632.82 |
| 1113 Drama Club | 3,540.27 | 1743 Skills USA Construction | 19,517.42 |
| 1115 Choir | 1,548.49 | 1744 Skills USA Autos | 19,991.92 |
| 1118 Engineering Club | 603.16 | 1745 Soccer -Boys | 52.60 |
| 1128 Mountain Bike | - | 1770 Softball Club | - |
| 1140 Chemistry Club | 852.57 | 1780 Spanish Club | 616.92 |
| 1145 Chess | 2,832.85 | 1785 Spiritline/ Pomline | 3,281.36 |
| 1150 Culinary Arts/FCCLA | 3,993.40 | 1786 Stunt & Cheer | 13,955.07 |
| 1155 Catering | 13,429.90 | 1790 Cross Country | 8,383.58 |
| 1170 Debate Club | - | 1800 HOSA-Future Health Professionals | 160.45 |
| 1172 Dance | 4,638.71 | 1810 CDO Travelers' Club | - |
| 1180 Basketball -Boys | - | 1830 Swim Club | - |
| 1200 DoradoTeam | 2,345.46 | 1835 Tennis -Girls | 4,058.37 |
| 1220 Girls Who Code Club | - | 1840 Tennis -Boys | 1,874.94 |
| 1224 CDO Film Club | 45.00 | 1860 Track & Field Club | 16,889.68 |
| 1225 Environmentalist Club | 211.22 | 1865 TRI-M Club | 216.70 |
| 1226 Early Childhood | 4,716.93 | 1900 Volleyball -Girls Club | - |
| 1227 Yearbook | 6,521.11 | 1905 Beach Volleyball | 1,164.13 |
| 1230 FCA Club | 81.61 | 1911 Poetry Club | - |
| 1245 French Club | 126.76 | 1915 CDO Pickleball Club | 211.22 |
| 1250 FBLA | 3,430.15 | 1916 Podcast Club | - |
| 1254 Fashion Photography | 33.00 | 1917 Clay Club | 587.65 |
| 1255 Photography Club | 1,716.71 | 1918 CDO Newspaper Club | - |
| 1267 LGBTQ+ | 266.62 | 1919 Literature Club | - |
| 1270 German Club | 296.06 | 1921 CDO Aeronautics | 300.00 |
| 1275 Golf -Girls | 7,311.12 | 1922 Mud Club | 696.04 |
| 1290 Wrestling | 4,035.19 | 1923 Skate Club | - |
| 1300 Football Club | 7,432.73 | 1924 Climbing Club | - |
| 1310 Interact | - | 1940 Fashion History Club | 30.00 |
| 1345 Take-A-Hike Club | - | 1940 Decision Point Club | - |
| 1350 Volleyball -Boys | 952.50 | **1950 Bookstore Over/Short** | - |

| | | |
|---|---|---|
| **CDO HS Total Clubs** | **$** | **253,702.38** |
| Plus: Outstanding Checks | | 6,956.13 |
| Less: Outstanding Deposits (Inc CC's) | | (47,764.94) |
| NSF Checks/Void/Stale/Account Adj | | (0.02) |
| Deposit Error/Adjustments | | |
| **Bank Balance** | **$** | **212,893.55** |

Sweep Account $ 212,893.55
0.00

## Ironwood Ridge High School
## Student Activity Account
## Schedule of Club Balances
## For Month Ending December 31, 2025

| | | |
|---|---|---|
| 1001 | Student Government | $ 22,498.46 |
| 1035 | Art Club | 1,706.53 |
| 1040 | Photography/Skills USA | 18,016.30 |
| 1055 | Fashion Design | - |
| 1070 | Band Club | 3,135.01 |
| 1080 | Baseball | 2,568.47 |
| 1083 | Science Club | 1,898.36 |
| 1085 | Golf -Boys | 3,469.55 |
| 1090 | Book Dazzlers | 40.00 |
| 1095 | Ridge Audio | 2,627.85 |
| 1110 | Basketball -Girls | 119.85 |
| 1113 | Drama | 663.14 |
| 1115 | Choir | 5,646.48 |
| 1150 | Culinary Arts | 2,141.96 |
| 1173 | Pomline | 0.58 |
| 1180 | Basketball -Boys | 788.60 |
| 1203 | Pop till you Drop | 3,189.53 |
| 1226 | Early Childhood | 1,671.98 |
| 1227 | Yearbook | 58,993.09 |
| 1230 | FCA-Future Christian Athletes | - |
| 1256 | On the Ridge Design/Iron Quill | 6,123.20 |
| 1260 | Gaming | 114.95 |
| 1266 | Q Club | 399.57 |
| 1275 | Golf -Girls | 2,528.32 |
| 1280 | DECA | - |
| 1290 | Wrestling | 787.84 |
| 1300 | Football | 7,617.67 |
| 1350 | Volleyball -Boys | 8,291.85 |
| 1430 | Key Club | $ 917.61 |
| 1450 | Speech & Debate | - |
| 1470 | Soccer -Girls | 15,375.06 |
| 1530 | Model United Nations | 2,205.00 |
| 1560 | National Honor Society | 4,594.85 |
| 1575 | PHP-People Helping People | - |
| 1595 | Japanese | - |
| 1600 | Orchestra Club | 3.75 |
| 1700 | Club Green | - |
| 1740 | Sign Language | 399.00 |
| 1745 | Soccer -Boys | 2,474.17 |
| 1750 | Robotics Club | 2,029.68 |
| 1755 | Sports Medicine-HOSA | 125.00 |
| 1770 | Softball Club | 831.31 |
| 1785 | Spiritline/Cheer Club | 4,562.48 |
| 1790 | Cross Country | 906.13 |
| 1800 | Sports Medicine Trainers | 314.41 |
| 1803 | Healthcare - HOSA | 258.48 |
| 1830 | Swim Club | 5,795.65 |
| 1835 | Tennis -Girls | 3,388.08 |
| 1840 | Tennis -Boys | 4,984.88 |
| 1850 | Technical Theater Club | 78.53 |
| 1860 | Track & Field Club | - |
| 1900 | Volleyball -Girls | 22.53 |
| 1905 | Beach Volleyball | 5,435.73 |
| 1910 | Imprints of Honor | 1,412.65 |
| **1950** | **Bookstore Over/Short** | - |

| | |
|---|---|
| **Ironwood Ridge HS Total Clubs** | **$ 211,154.12** |
| Plus: Outstanding Checks | 30,279.85 |
| Less: Outstanding Deposits (Inc CC's) | (90,546.50) |
| NSF Checks/Void/Stale/Account Adj | - |
| Deposit Error/Adjustments | - |
| **Bank Balance** | **$ 150,887.47** |

| | |
|---|---|
| Sweep Account | $ 150,887.47 |
| | 0.00 |

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

**DATE OF MEETING: Apri 14, 2026**

**TITLE: Revised -Award of Contract for the Recycling/Disposal of Surplus Electronic Equipment- Based Upon Responses to Request for Quote (RFQ) 2526001**

## BACKGROUND:

Request for Quote 2526001(RFQ) for the Recycle/Disposal of Surplus Electronic Equipment was posted for 19 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing for Recycle/Disposal of Surplus Electronic Equipment. The sale of this surplus is revenue to the district. There were thirty-one vendors who downloaded and nine responsive bids. The results were:

| Vendor | Quote |
|---|---|
| Zero Waste | $ 13,500.00 |
| 4 Tempus | $ 11,818.50 |
| Lexington | $ 13,690.93 |
| Pedal Point | $ 7,825.34 |
| Milestone Tech | $ 8,000.00 |
| Pulse Supply | $ 18,000.00 |
| Ample ReFresh | $ 22,683.00 |
| Ewaste | $ 32,856.00 |
| Tech Buy Back | $ 38,375.00 |

The Governing Board awarded this item to Tech Buy Back on March 10th, 2026. Unfortunately, the awarded vendor has not followed through on this purchase. The District now recommends that we award this to the next highest bidder.

## RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award the sale of surplus equipment to **Ewaste** as determined by their responsive proposal to RFQ 2526001 for the Recycle/Disposal of Surplus Electronic Equipment.

## INITIATED BY:

Scott Little

**Scott Little, Chief Financial Officer** **Date: February 24, 2026**

Todd A. Jaeger

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

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Acceptance of the Uniform System of Financial Records Compliance Questionnaire, Single Audit Reporting Package and Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2025**

## BACKGROUND:

Laws 2021, Chapter 7 revised ARS 15-914 require that financial and compliance audit reports be submitted to the Arizona Department of Education and that the department make the reports available on its website. The law also requires that the Governing Board accept these reports by a roll-call vote.

The Comprehensive Annual Financial Report is a set of reports that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB).

The Single Audit Reporting Package is a report to the Federal Government on compliance for the expenditure of Federal funds.

The Arizona Auditor General uses the USFR Compliance Questionnaire to determine whether a district has attained an acceptable degree of compliance with the requirements of the USFR. The District's auditor completes this Questionnaire and submits it to the Arizona Auditor General.

## RECOMMENDATION:

This item is for Informational purposes only. Arizona Revised Statutes 15-914 requires that the Governing Board accept these reports by a roll call vote.

## INITIATED BY:

Scott Little

**Scott Little, Chief Financial Officer** **Date: April 8, 2026**

Todd A. Jaeger

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

April 1, 2026

To the Governing Board
Amphitheater Unified School District No. 10

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Amphitheater Unified School District No. 10 (District) for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter provided to you during the planning phase of the audit. Professional standards also require that we communicate to you the following matters related to our audit.

**Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Amphitheater Unified School District No. 10 are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

As described in Note 1 of the financial statements, the District implemented the provisions of the Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences,* for the year ended June 30, 2025. GASB Statement No. 101 updates the recognition and measurement guidance for compensated absences. The District's analysis of compensated absences in effect at the beginning of the year resulted in no changes to beginning balances reported in the financial statements due to the implementation of this standard.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Management's estimate of the insurance claims incurred but not reported is based on information provided by the entity's third-party administrators and subsequent claims activity.
- The assumptions used in the actuarial valuations of the pension plan are based on historical trends and industry standards.

The financial statement disclosures are neutral, consistent, and clear.

**Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. A misstatement is defined as a difference between the reported amount, classification, presentation, or disclosure of a financial statement item and the amount, classification, presentation, or disclosure that is required for the item to be presented fairly in accordance with the applicable financial reporting framework. The food service inventory was not included due to its relative insignificance:

| | | |
|---|---|---|
| Food inventory | 261,790 | |
| Expenditures | | 261,790 |

Management has determined that the effects of the above are immaterial, both individually and in the aggregate, to the financial statements as a whole and each applicable opinion unit. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

In addition, as part of the professional services we provided to the District we assisted with the preparation of the financial statements, the notes to financial statements, and the SEFA and related notes as well as the Data Collection Form submission to the Federal Audit Clearinghouse. In providing these services we prepared adjusting journal entries necessary to convert the accounting records to the basis of accounting required by generally accepted accounting principles. Those adjusting journal entries have been provided to management who reviewed and approved those entries and accepted responsibility for them.

**Disagreements with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**

We have requested certain written representations from management, which are included in the management representation letter provided to us at the conclusion of the audit.

**Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants regarding auditing and accounting matters.

**Discussions with Management**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management throughout the course of the year. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention as the District's auditors.

**Compliance with Ethics Requirements Regarding Independence**

The engagement team, others in our firm, and as appropriate, our firm, have complied with all relevant ethical requirements regarding independence. Heinfeld, Meech & Co., P.C. continually assesses client relationships to comply with relevant ethical requirements, including independence, integrity, and objectivity, and policies and procedures related to the acceptance and continuance of client relationships and specific engagements. Our firm follows the "Independence Rule" of the AICPA Code of Professional Conduct and the rules of state boards of accountancy and applicable regulatory agencies. It is the policy of the firm that all employees be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the AICPA, U.S. Government Accountability Office (GAO), and applicable state boards of accountancy.

**Responsibility for Fraud**

It is important for both management and the members of the governing body to recognize their role in preventing, deterring, and detecting fraud. One common misconception is that the auditors are responsible for detecting fraud. Auditors are required to plan and perform an audit to obtain reasonable assurance that the financial statements do not include material misstatements caused by fraud. Unfortunately most frauds which occur in an organization do not meet this threshold.

The attached document prepared by the Association of Certified Fraud Examiners (ACFE) is provided as a courtesy to test the effectiveness of the fraud prevention measures of your organization. Some of these steps may already be in place, others may not. Not even the most well-designed internal controls or procedures can prevent and detect all forms of fraud. However, an awareness of fraud related factors, as well as the active involvement by management and the members of the governing body in setting the proper "tone at the top", increases the likelihood that fraud will be prevented, deterred and detected.

**Additional Reports Issued**

In addition to the auditor's report on the financial statements, we have also issued the Single Audit Report and the Uniform System of Financial Records Compliance Questionnaire.

**Other Important Communications Related to the Audit**

Attached to this letter are a copy of the signed engagement letter provided to us at the initiation of the audit, and a copy of the management representation letter provided to us at the conclusion of the audit. If there are any questions on the purpose or content of these letters please contact the engagement partner identified in the attached engagement letter.

**Restriction on Use**

This information is intended solely for the use of the members of the Governing Board and management of Amphitheater Unified School District No. 10 and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Tucson, Arizona

# Fraud Prevention Checklist

The most cost-effective way to limit fraud losses is to prevent fraud from occurring. This checklist is designed to help organizations test the effectiveness of their fraud prevention measures.

1. **Is ongoing anti-fraud training provided to all employees of the organization?**
   - Do employees understand what constitutes fraud?
   - Have the costs of fraud to the company and everyone in it — including lost profits, adverse publicity, job loss and decreased morale and productivity — been made clear to employees?
   - Do employees know where to seek advice when faced with uncertain ethical decisions, and do they believe that they can speak freely?
   - Has a policy of zero-tolerance for fraud been communicated to employees through words and actions?

2. **Is an effective fraud reporting mechanism in place?**
   - Have employees been taught how to communicate concerns about known or potential wrongdoing?
   - Is there an anonymous reporting channel available to employees, such as a third-party hotline?
   - Do employees trust that they can report suspicious activity anonymously and/or confidentially and without fear of reprisal?
   - Has it been made clear to employees that reports of suspicious activity will be promptly and thoroughly evaluated?
   - Do reporting policies and mechanisms extend to vendors, customers and other outside parties?

3. **To increase employees' perception of detection, are the following proactive measures taken and publicized to employees?**
   - Is possible fraudulent conduct aggressively sought out, rather than dealt with passively?
   - Does the organization send the message that it actively seeks out fraudulent conduct through fraud assessment questioning by auditors?
   - Are surprise fraud audits performed in addition to regularly scheduled audits?
   - Is continuous auditing software used to detect fraud and, if so, has the use of such software been made known throughout the organization?

4. **Is the management climate/tone at the top one of honesty and integrity?**
    - Are employees surveyed to determine the extent to which they believe management acts with honesty and integrity?
    - Are performance goals realistic?
    - Have fraud prevention goals been incorporated into the performance measures against which managers are evaluated and which are used to determine performance-related compensation?
    - Has the organization established, implemented and tested a process for oversight of fraud risks by the board of directors or others charged with governance (e.g., the audit committee)?

5. **Are fraud risk assessments performed to proactively identify and mitigate the company's vulnerabilities to internal and external fraud?**

6. **Are strong anti-fraud controls in place and operating effectively, including the following?**
    - Proper separation of duties
    - Use of authorizations
    - Physical safeguards
    - Job rotations
    - Mandatory vacations

7. **Does the internal audit department, if one exists, have adequate resources and authority to operate effectively and without undue influence from senior management?**

8. **Does the hiring policy include the following (where permitted by law)?**
    - Past employment verification
    - Criminal and civil background checks
    - Credit checks
    - Drug screening
    - Education verification
    - References check

9. **Are employee support programs in place to assist employees struggling with addictions, mental/ emotional health, family or financial problems?**

10. **Is an open-door policy in place that allows employees to speak freely about pressures, providing management the opportunity to alleviate such pressures before they become acute?**

11. **Are anonymous surveys conducted to assess employee morale?**

August 5, 2025

Governing Board and Management
Amphitheater Unified School District No. 10
701 W. Wetmore Rd.
Tucson, AZ 85705-1547

We are pleased to confirm our understanding of the services we are to provide for Amphitheater Unified School District No. 10 (District) for the year ended June 30, 2025. We encourage you to read this letter carefully as it includes important information regarding the services we will be providing to the District. If there are any questions on the content of the letter, or the services we will be providing, we would welcome the opportunity to meet with you to discuss this information further.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Amphitheater Unified School District No. 10 as of and for the year ended June 30, 2025.

Accounting standards generally accepted in the United States (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), and GASB-required supplementary pension information to supplement the District's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. GASB-required pension schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund financial statements and schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other information included with the audited financial statements such as the transmittal letter and statistical data

We will also perform the necessary procedures to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. We will conduct the review in accordance with the Arizona state statutes for completing the USFR Compliance Questionnaire as prescribed by the State of Arizona Office of the Auditor General.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)*.*

An important aspect to our expression of opinions on the financial statements is understanding the concept of materiality. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. For purposes of determining materiality we may assume that reasonable users –

1. have a reasonable knowledge of business and economic activities and accounting and a willingness to study the information in the financial statements with reasonable diligence;
2. understand that financial statements are prepared, presented, and audited to levels of materiality;
3. recognize the uncertainties inherent in the measurement of amounts based on the use of estimates, judgment, and the consideration of future events; and
4. make reasonable judgements based on the information in the financial statements.

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records for the District, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in the financial statements nor do they expect auditors to provide reasonable assurance of detecting waste or abuse. However, auditors may consider whether and how to communicate such matters if they become aware of them. Auditors may discover that waste or abuse are indicative of fraud or noncompliance with provisions of laws, regulations, contract or grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs.

However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. Our procedures will also include, as deemed necessary, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request, if deemed necessary, written representations from the District's attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management override of controls
2. Improper revenue recognition
3. Cash reconciliations
4. Inaccurate capital asset and depreciation recognition

**Audit Procedures – Internal Control**

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the *OMB Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *OMB Compliance Supplement* identifies being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making the schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance; (3) additional information we may request for the purpose of the audit; and (4) and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; the schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Management's responsibilities also include adjusting the financial statements to correct material misstatements and for confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Management is responsible for the design and implementation of programs to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to issuance of our reports.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information on the website with the original document.

**Nonaudit Services**

As part of the audit, we will assist with preparation of your financial statements, notes to the financial statements, and supplementary information, including the schedule of expenditures of federal awards in conformity with GAAP and the Uniform Guidance based on information provided by you. In addition, we will assist with the completion of the auditee section of the data collection form to be submitted to the Federal Audit Clearinghouse. You have expressed your intention to use these nonaudit services within the scope of your request for proposal for audit services. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and related notes services as previously defined. We in our sole professional judgment, reserve the right to refuse to perform any procedure to take any action that could be construed as assuming management responsibilities. Upon engagement of the audit we will utilize the general ledger, accounting records, District prepared schedules and other information provided by District personnel in order to prepare the necessary year-end adjusting journal entries and to prepare drafts of the financial statements, notes to the financial statements, and the supplementary information.

You are responsible for the information provided by the District and for assuming all management responsibilities related to the financial statements, notes to the financial statements, supplementary information, schedule of expenditures of federal awards, data collection form, and any other nonaudit services we provide. You are also responsible for designing, implementing, and maintaining internal controls over the financial statements process. Prior to the issuance of the financial statements you will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, the schedule of expenditures of federal awards, and related notes to the financial statements, and acknowledge you have accepted responsibility for them. Further, you are required to designate an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee the nonaudit services we provide; evaluate the adequacy and results of these nonaudit services; and accept responsibility for the nonaudit services.

As the District's independent auditor, professional standards place specific requirements on our provision of certain nonaudit services. We are strictly prohibited from assuming management responsibilities or making management decisions; therefore, the nonaudit services we provide are limited to those indicated above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities or making management decisions. Accordingly, to maintain our independence it is imperative that management understand its responsibilities and is capable of fulfilling these responsibilities. If there are any questions or concerns regarding management's responsibilities or ability to fulfill these responsibilities we request that you immediately contact us so that we may assess the circumstance and our continued independence with respect to providing audit services.

**Planned Scope of the Audit**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our tests will not include a detailed check of all transactions for the period.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Our audit of the financial statements does not relieve you of your responsibilities outlined in the *Responsibilities of Management for the Financial Statements* section of this letter.

**Timeliness of Financial Reporting and the Audit**

One basic characteristic of financial reporting is timeliness, which indicates that if financial statements are to be useful, they must be issued soon enough after the reported events to affect decisions. Timeliness alone does not make information useful, but the passage of time usually diminishes the usefulness that the information otherwise would have had.

To maintain a timely approach, we expect to begin our audit in August 2025 and conclude audit procedures and date our report in December 2025. In order to meet this expected timeline, we require that all requests for the following significant audit areas be provided by October 31, 2025. If these requests are not provided by the date indicated, it will result in delayed report issuance.

Significant audit areas include:

- Compensated absence schedules (that adhere to GASB 101)
- Capital asset schedules
- Cash and investment reconciliations (cash in bank, cash with County/State Treasurer, etc.)
- Lease and SBITA documentation

**Engagement Administration, Fees, and Other**

Christopher Heinfeld is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are made available for public inspection.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. We may, depending on the circumstances, use third-party service providers in providing our professional services. The following service providers may be utilized in the completion of our engagement:

- Capital Confirmation, Inc. – electronic bank and account balance confirmation service
- Citrix ShareFile – web-based application service to transfer files

You hereby consent and authorize us to use the above service providers, if deemed necessary, to complete the professional services outlined in this letter.

Heinfeld, Meech & Co., P.C. does not host any of the District's information. Sharefile is used solely to transmit data and is not intended to store the District's information. The District is solely responsible for downloading any deliverables and other records form Sharefile that the District wishes to retain for its own records at the completion of the engagement. If the engagement occurs over multiple years, the District should download such information at least annually. The data and deliverable and other records will either be removed from Sharefile or otherwise become unavailable to the District after the completion of the audit. If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables for that year are delivered to the District.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Heinfeld, Meech & Co., P.C., and constitutes confidential information. However, subject to applicable laws and regulation, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, the U.S. Government Accountability Office, or other authorized governmental agency for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Heinfeld, Meech & Co., P.C., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release date, or for any additional period requested by a regulator, cognizant agency, oversight agency for audit, or pass-through entity. Upon expiration of the seven year period, or any additional period, we will commence the process of destroying the contents of our engagement files. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Any disagreement, controversy, or claim ("dispute") that may arise from any aspect of our services, including this engagement or any prior engagement, will be submitted to mediation. The parties will engage in the mediation process in good faith once a written request to mediate has been given by any party. Any mediation initiated as a result of this engagement shall be administered by The American Arbitration Association, according to its mediation rules before resorting to litigation. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally.

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between us. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("limitation period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. The limitation period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Professional standards prohibit auditors from agreeing to indemnify attest clients for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client's acts. As such, professional standards will prevail for indemnification clauses included in audit contracts. In addition, we are unable to obtain waivers on our professional liability insurance policy for certain provisions, including indemnification provisions, provisions requiring the firm to name the District as an additional insured party, and a waiver of subrogation rights.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our fee for these services will be at the amount outlined in our proposal. We exercised care in estimating the fee and believe it accurately indicates the scope of the work. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fees are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit, including factors beyond our control, such as new accounting pronouncements or legal requirements, additional advisory services, and assistance in correcting errors in your financial records. We will plan the engagement based on the assumption that your personnel will prepare and provide us with the items listed in our request for audit information, including preparing requested schedules, retrieving supporting documents, and preparing confirmations.

If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement, resulting in additional costs for the additional services provided. If additional time is necessary, we will discuss it with you before we invoice the additional costs. Additional fees incurred will be billed at the following hourly rates: Partner - $288; Manager - $236; Senior - $164; Staff - $123.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Board of the District. Circumstances may arise in which our reports may differ from expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2024 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. Please feel free to contact us at any time if you have any questions or concerns. If you have any questions regarding this letter, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Tucson, Arizona

cc: Todd A. Jaeger, J.D., Superintendent
Scott Little, Chief Financial Officer
Clifford Wadhams, Business Manager

RESPONSE

Please indicate the name of the individual responsible with suitable skill, knowledge, or experience for overseeing the nonaudit services of preparing the year-end adjusting journal entries, and the preparation of the financial statements, the schedule of expenditures of federal awards and related notes:

Name: Cliff Wadhams

This letter correctly sets forth the understanding of Amphitheater Unified School District No. 10, including our agreement to the audit documentation deadline(s) established in the '*Timeliness of Financial Reporting and the Audit'* section above, and the potential for delayed issuance of the audit report.

Printed Name: Scott Little

Title: CFO

Signature: Scott Little

Date: 08/05/2025

**Report on the Firm's System of Quality Control**

October 4, 2024

To Heinfeld, Meech & Co., P.C. and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. (the firm) in effect for the year ended May 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**
In our opinion, the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. in effect for the year ended May 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Heinfeld, Meech & Co., P.C. has received a peer review rating of *pass*.

Grant Bennett Associates

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants

Progress | RightSignature

# SIGNATURE CERTIFICATE

**REFERENCE NUMBER**
7400B7A3-6902-4D44-A82A-695201591542

| TRANSACTION DETAILS | DOCUMENT DETAILS |
|---|---|
| **Reference Number**<br>7400B7A3-6902-4D44-A82A-695201591542 | **Document Name**<br>Engagement Ltr Single Audit FY25 Amphi USD |
| **Transaction Type**<br>Signature Request | **Filename**<br>Engagement_Ltr_Single_Audit_FY25_Amphi_USD.pdf |
| **Sent At**<br>08/05/2025 02:06 PM EDT | **Pages**<br>15 pages |
| **Executed At**<br>08/05/2025 02:16 PM EDT | **Content Type**<br>application/pdf |
| **Identity Method**<br>email | **File Size**<br>469 KB |
| **Distribution Method**<br>email | **Original Checksum**<br>620cc30fa41fa1a28ef56e021d473d48511c8ae43c11211c71fe831edebf48ff |
| **Signed Checksum**<br>baa64adac86d7bb1bc8cca26ffe5bbaf2ad59babcf0a9c4d0cb45c0cacd39147 | |
| **Signer Sequencing**<br>Disabled | |
| **Document Passcode**<br>Disabled | |

## SIGNERS

| SIGNER | E-SIGNATURE | EVENTS |
|---|---|---|
| **Name**<br>Scott Little | **Status**<br>signed | **Viewed At**<br>08/05/2025 02:15 PM EDT |
| **Email**<br>slittle@amphi.com | **Multi-factor Digital Fingerprint Checksum**<br>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 | **Identity Authenticated At**<br>08/05/2025 02:16 PM EDT |
| **Components**<br>5 | **IP Address**<br>206.210.145.2 | **Signed At**<br>08/05/2025 02:16 PM EDT |
| | **Device**<br>Firefox via Windows | |
| | **Typed Signature**<br>Scott Little | |
| | **Signature Reference ID**<br>F2DA8171 | |

## AUDITS

| TIMESTAMP | AUDIT |
|---|---|
| 08/05/2025 02:06 PM EDT | Heidi Hibbard (heidi.hibbard@hm.cpa) created document 'Engagement_Ltr_Single_Audit_FY25_Amphi_USD.pdf' on Chrome via Windows from 108.208.67.79. |
| 08/05/2025 02:06 PM EDT | Scott Little (slittle@amphi.com) was emailed a link to sign. |
| 08/05/2025 02:15 PM EDT | Scott Little (slittle@amphi.com) viewed the document on Firefox via Windows from 206.210.145.2. |
| 08/05/2025 02:16 PM EDT | Scott Little (slittle@amphi.com) authenticated via email on Firefox via Windows from 206.210.145.2. |
| 08/05/2025 02:16 PM EDT | Scott Little (slittle@amphi.com) signed the document on Firefox via Windows from 206.210.145.2. |

AMPHITHEATER
Public Schools

**FINANCE & ACCOUNTING**
Scott Little
Chief Financial Officer
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GOVERNING BOARD MEMBERS Susan Zibrat, President; Deanna M. Day, M.Ed., Vice President; Vicki Cox Golder; Michael Gemma, Ed.D.; Matthew A. Kopec

SUPERINTENDENT
Todd A. Jaeger, J.D.

Heinfeld, Meech & Co., P.C.
10120 N. Oracle Road
Tucson, AZ 85704

This representation letter is provided in connection with your audit of the financial statements of Amphitheater Unified School District No. 10, which comprise the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows for the period then ended, and the disclosures (collectively the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of our signature, the following representations made to you during your audit.



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 in its 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.

**Financial Statements**

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.

2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

5. The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP. In addition we believe:

    - The significant judgments made in making accounting estimates have considered all relevant information of which management is aware
    - The appropriateness and consistency of the measurement processes used by management in determining accounting estimates
    - That the assumptions appropriately reflect management's intent and ability to carry out specific courses of action
    - That the disclosures related to accounting estimates, including those describing estimation uncertainty are complete and appropriate under GAAP
    - That, when necessary, appropriate specialized skills or expertise have been applied
    - That no subsequent event requires adjustment to the accounting estimates and related disclosures included in the financial statements
    - That for any accounting estimates not recognized or disclosed in the financial statements, management has decided to exclude them after considering the appropriate recognition and disclosure criteria in GAAP.

6. There are no known related-party relationships or transactions that need to be accounted for or disclosed in accordance with U.S. GAAP.

7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.

8. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. The District did not include its food service inventory due to the relative insignificance; see below:

| | | |
|---|---|---|
| Food Inventory | 261,790 | |
| Expenditures | | 261,790 |

9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.

10. Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

11. We have provided you with:

    a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.

    b. Additional information that you have requested from us for the purpose of the audit.

    c. Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the Governing Board or summaries of actions of recent meetings for which minutes have not yet been prepared.

12. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards (SEFA).

13. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

14. We have no knowledge of any fraud or suspected fraud that affects the District and involves:
    - Management,
    - Employees who have significant roles in internal control, or
    - Others where the fraud could have a material effect on the financial statements.

15. We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, grantors, regulators, or others.

16. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.

17. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

18. We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions, including any side agreements.

**Government-specific**

19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

20. If applicable, we have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.

21. If applicable, we have a process to track the status of audit findings and recommendations.

22. We have identified and communicated to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.

23. We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.

24. If applicable, we have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.

25. The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred outflows/inflows of resources, and fund balance or net position.

26. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

27. We have appropriately identified, recorded, and disclosed all leases in accordance with GASB Statement (GASBS) No. 87.

28. We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.

29. We have appropriately measured, recorded, and disclosed compensated absences and other salary-related payments in accordance with GASBS No. 101.

30. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.

31. We understand that in addition to your audit, you prepared the adjusting journal entries necessary to convert our accounting records to the basis of accounting required by generally accepted accounting principles. We acknowledge that we have reviewed and approved those entries and accepted responsibility for the adjusting journal entries.

32. In addition to your audit, you assisted with preparation of the financial statements, notes to the financial statements, the SEFA, and the data collection form. We acknowledge our responsibility as it relates to those nonaudit services, including that
    - we assume all management responsibilities;
    - oversee the nonaudit services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience;
    - evaluate the adequacy and results of the nonaudit services performed;
    - and accept responsibility for the results of the nonaudit services.

33. We have reviewed, approved, and accepted responsibility for the financial statements, notes to the financial statements, the SEFA, and the data collection form on which you have assisted with the preparation.

34. The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

35. The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

36. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

37. If applicable, the financial statements include all component units, appropriately present majority equity interest in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

38. The financial statements include all fiduciary activities required by GASBS No. 84, as amended.

39. The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended.

40. All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as a major fund are identified and presented as such and all other funds that are presented as a major fund are particularly important to financial statement users.

41. Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

42. Investments are properly valued.

43. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.

44. If applicable, provisions for uncollectible receivables have been properly identified and recorded.

45. Direct borrowings and direct placements of debt have been properly separated from other debt; and unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses have been properly disclosed.

46. All payroll information and the individual employment data have been properly submitted to the state retirement system, and the employer contributions have been properly submitted to the retirement system.

47. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.

48. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

49. Revenues are appropriately classified in the statement of activities within program revenues and general revenues.

50. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

51. If applicable, special and extraordinary items (unusual items or infrequent items after implementing GASBS No. 103), are appropriately classified and reported.

52. Deposits and investment securities are properly classified as to risk and are properly disclosed.

53. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

54. Asset retirement obligations associated with tangible capital assets have been properly recognized in accordance with GASBS No. 83.

55. We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

56. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

57. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed. Significant estimates are estimates at the balance sheet date that could change materially within the next year.

58. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

59. With respect to the supplementary information presented, such as the combining and individual fund financial statements and schedules and the SEFA.

    a. We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

    b. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

60. We acknowledge our responsibility for the other information included in the financial statements, such as the transmittal letter and statistical data:

    a. We acknowledge that we have informed you of all documents that may comprise other information we expect to issue. The financial statements and other information you obtained prior to the auditor's report date are consistent with one another, and the other information does not contain any material misstatements.

    b. If applicable, with regard to the other information that will be included in the annual report that has not been obtained by you prior to the auditor's report date, we intend to prepare and issue the other information, as well as communicate the expected timing of issuance, and provide you with the final version of the document(s) when available and prior to the issuance of the annual report.

61. With respect to federal award programs:

a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards (SEFA).

b. We acknowledge our responsibility for preparing and presenting the SEFA and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.

c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.

d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.

f. We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.

h. We have received no requests from a federal agency to audit one or more specific programs as a major program.

i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement,* relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards or confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards..

j. We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, Subpart E).

m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.

p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.

q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.

r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

s. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

t. If applicable, we have monitored subrecipients to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.

u. If applicable, we have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.

v. If applicable, we have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.

w. We have charged costs to federal awards in accordance with applicable cost principles.

x. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

y. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.

z. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

aa. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

bb. If applicable, we have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

We have reviewed the drafts of the financial statements, the SEFA and related notes and believe the amounts are properly presented based on the books and records of our District. We hereby take responsibility for the financial statements and authorize Heinfeld, Meech & Co., P.C. to issue the reports in final form and to distribute to those parties as outlined in the contract.

We understand that at the conclusion of the audit Heinfeld, Meech & Co, P.C. will submit to the Governing Board a communication to those charged with governance that will include a copy of this representation letter and a copy of the engagement letter.

Todd Jaeger

_____ 03/31/2026

Todd A. Jaeger, J.D., Superintendent
Amphitheater Unified School District No. 10

Date

Scott Little

_____ 03/30/2026

Scott Little, Chief Financial Officer
Amphitheater Unified School District No. 10

Date

Progress | RightSignature

# SIGNATURE CERTIFICATE

**REFERENCE NUMBER**
917C6301-9C24-4CF5-A13D-20B5E86A8948

| TRANSACTION DETAILS | DOCUMENT DETAILS |
|---|---|
| **Reference Number**<br>917C6301-9C24-4CF5-A13D-20B5E86A8948 | **Document Name**<br>General Representation Letter FY25 |
| **Transaction Type**<br>Signature Request | **Filename**<br>General_Rep_Single_Audit_FY25_Amphi.pdf |
| **Sent At**<br>03/30/2026 06:09:27 PM EDT | **Pages**<br>11 pages |
| **Executed At**<br>03/31/2026 02:37:26 PM EDT | **Content Type**<br>application/pdf |
| **Identity Method**<br>email | **File Size**<br>271 KB |
| **Distribution Method**<br>email | **Original Checksum**<br>9d62368ee7b16972884b2b4b1d2d8e3d01220a07c10306a64b5381cbf6b5d827 |
| **Signed Checksum**<br>4b3e62ef80eb3baec9c940475d4e5518ff5628d134f78ba81d0e2511514d5a30 | |
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| **Name**<br>Todd Jaeger | **Status**<br>signed | **Viewed At**<br>03/31/2026 02:36:39 PM EDT |
| **Email**<br>tjaeger@amphi.com | **Multi-factor Digital Fingerprint Checksum**<br>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 | **Identity Authenticated At**<br>03/31/2026 02:37:26 PM EDT |
| **Components**<br>2 | **IP Address**<br>174.224.3.253 | **Signed At**<br>03/31/2026 02:37:26 PM EDT |
| | **Device**<br>Chrome via Android | |
| | **Typed Signature**<br>Todd Jaeger | |
| | **Signature Reference ID**<br>801B021A | |
| **Name**<br>Scott Little | **Status**<br>signed | **Viewed At**<br>03/30/2026 06:09:51 PM EDT |
| **Email**<br>slittle@amphi.com | **Multi-factor Digital Fingerprint Checksum**<br>4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 | **Identity Authenticated At**<br>03/30/2026 06:11:31 PM EDT |
| **Components**<br>2 | **IP Address**<br>206.210.144.3 | **Signed At**<br>03/30/2026 06:11:31 PM EDT |
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| | **Typed Signature**<br>Scott Little | |
| | **Signature Reference ID**<br>089A3834 | |

## AUDITS

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| 03/30/2026 06:09:27 PM EDT | Makenzi Johnson (makenzi.johnson@hm.cpa) created document 'General_Rep_Single_Audit_FY25_Amphi.pdf' on Chrome via Windows from 67.1.180.201. |
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# Amphitheater Unified School District No. 10

## Annual Comprehensive Financial Report

Fiscal Year Ended June 30, 2025



701 West Wetmore ▪ Tucson, Arizona 85705

**Amphitheater Unified School District No. 10**

**Tucson, Arizona**

# Annual Comprehensive Financial Report
# Fiscal Year Ended June 30, 2025

Issued by:
Finance Department

**Amphitheater Unified School District No. 10**

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**Amphitheater Unified School District No. 10**

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**Introductory Section**

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**FINANCE & ACCOUNTING**
Scott Little
Chief Financial Officer
(520) 696-5130 • Fax (520) 696-5065

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

GOVERNING BOARD MEMBERS Susan Zibrat, President; Deanna M. Day, M.Ed., Vice President; Vicki Cox Golder; Michael Gemma, Ed.D.; Matthew A. Kopec

SUPERINTENDENT
Todd A. Jaeger, J.D.

March 31, 2026

Citizens and Governing Board
Amphitheater Unified School District No. 10
701 West Wetmore Road
Tucson, Arizona 85705-1547

State law mandates that school districts are required to undergo an annual single audit and publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States by a certified public accounting firm licensed in the State of Arizona. Pursuant to that requirement, we hereby issue the annual comprehensive financial report of the Amphitheater Unified School District No. 10 (District) for the fiscal year ended June 30, 2025.

This report consists of management's representations concerning the finances of the District. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the District has established a comprehensive internal control framework that is designed both to protect the District's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with accounting principles generally accepted in the United States of America. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free of material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The District's financial statements have been audited by Heinfeld, Meech & Co., P.C., a certified public accounting firm. The goal of the independent audit was to provide reasonable assurance that the financial statements of the District for the fiscal year ended June 30, 2025, are free of material misstatement.



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 in its 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.

The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the District's financial statements for the fiscal year ended June 30, 2025, are fairly presented in conformity with accounting principles generally accepted in the United States of America. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the District was part of a broader, federally mandated Single Audit as required by the provisions of the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the District's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards. These reports are available in a separately issued Single Audit Report.

Accounting principles generally accepted in the United States of America require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The District's MD&A can be found immediately following the report of the independent auditors.

**Profile of the District**

The District is one of 18 public school districts located in Pima County, Arizona. It provides a program of public education from preschool through grade 12, with an average daily membership of 10,816. The projected average daily membership for fiscal year 2026 is 10,600.

The District's Governing Board is organized under Section 15-321 of the Arizona Revised Statutes (A.R.S.). Management of the District is independent of other state or local governments. The County Treasurer collects taxes for the District, but exercises no control over its expenditures/expenses.

The membership of the Governing Board consists of five members elected by the public. Under existing statutes, the Governing Board's duties and powers include, but are not limited to, the acquisition, maintenance and disposition of school property; the development and adoption of a school program; and the establishment, organization and operation of schools. The Board also has broad financial responsibilities, including the approval of the annual budget, and the establishment of a system of accounting and budgetary controls.

The financial reporting entity consists of a primary government and its component units. A component unit is a legally separate entity that must be included in the reporting entity in conformity with generally accepted accounting principles. The District is a primary government because it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments.

Furthermore, there are no component units combined with the District for financial statement presentation purposes, and the District is not included in any other governmental reporting entity. Consequently, the District's financial statements include only the funds of those organizational entities for which its elected governing board is financially accountable. The District's major operations include education, student transportation, construction and maintenance of District facilities, food services, bookstore, and athletic functions.

The Amphitheater Unified School District No. 10 of Pima County, Arizona is situated in the northeastern portion of Pima County, Arizona, which is in south central Arizona. The boundaries of the District encompass an area of approximately 108 square miles, lying within and to the north of the City of Tucson. To the north of the City of Tucson is the Town of Oro Valley, which is totally within the District. Tucson is the County seat and is the population and economic center of southern Arizona.

The economy of the District is primarily based on light manufacturing, retail trade, automobile sales and tourism, and is supplemented by government, medical, and health services. During the 2024-25 school year, the District had a net limited property valuation of $1,968,042,183, an increase of 4.5 percent over the previous year. The District expects the recent pattern of slight economic development and assessed valuations growth to continue in 2025. Arizona's property valuation system is based upon property valuations that are delayed approximately two years.

The District maintains budgetary controls as an integral part of its overall system of internal controls. The objective of these budgetary controls is to ensure compliance with legal provisions included in the annual expenditure budget adopted by the District's Governing Board. The annual expenditure budget also serves as the foundation for the District's financial planning and control. Activities of the general fund, special revenue funds, and capital projects funds are included in the annual appropriated budget. The legal level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is established at the individual fund level for all funds. Funds that are not required to legally adopt a budget may have overexpenditures of budgeted funds, as the budgets for these funds are simply an estimate and does not prevent the District from exceeding the budget as long as the necessary revenue is earned. Arizona Revised Statutes permits the adopted expenditure budget to be revised annually. The District additionally exercises management control and oversight of the budget at the fund level. The District is not required to prepare an annual budget of revenue; therefore, a deficit budgeted fund balance may be presented.

The District has 272 buildings containing approximately 2,646,557 square feet. Even with construction of new buildings over the last ten years, the average building age is 49 years old.

**Factors Affecting Financial Condition**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the District operates.

**Local Economy**. Tucson is the major city located in the center of eastern Pima County, which encompasses an area of approximately 9,200 square miles in southeastern Arizona. Approximately 70 percent of Pima County consists of Federal, State and Indian-owned lands. The region is well positioned geographically and culturally for trade with Mexico.

Tucson has been a favorite destination for tourists and a mining hub, in the past twenty years, Tucson's economy has become a more diverse economy expanding to include such industries as health care, education, and manufacturing. In its strategic plan, the City of Tucson outlines its plan for the development of a clear economic identity for the metropolitan area, by emphasizing continued diversification of the current manufacturing base and encouraging an increase of jobs in international trade. The number of manufacturing and wholesale businesses located in the Tucson area continues to grow and has been stimulated by a combination of a warm climate, a substantial well-educated labor pool, and a governmental climate that has been supportive of economic growth and investment.

A few of the major firms represented in Tucson include manufacturing employers such as Raytheon Missile Systems, Freeport McMoran Copper & Gold, Inc., Intuit Incorporated, IBM Corporation, Sunquest Information Systems, Tucson Newspapers, Kalil Bottling Company, and Sargent Control & Aerospace. This diverse group is joined by various non-manufacturing employers such as Walmart Stores, TMC Healthcare, Carondelet Health Network, as well as Davis-Monthan Air Force Base.

In addition, the Tucson area provides excellent educational and training opportunities through educational institutions such as the University of Arizona, the University of Phoenix, Pima Community College, and other providers of educational services, including Amphitheater Unified School District. For 126 years, Amphitheater Public Schools have contributed to the educational development of the residents of northwest Tucson. The District also recognizes the need for growth and diversification in the economy and continues to review its curriculum to prepare its students for the future economic opportunities that the region and the world will offer.

**Long-term Financial Planning**. Amphitheater Unified School District continues to experience slight declines in student populations despite new home construction in the northern end of the District and in Pima County. The District expects new commercial property development to increase slightly during the 2025-26 fiscal year.

**Major Initiatives**. On November 5, 2024, the voters of Amphitheater Unified School District authorized a new $84.0 million bond program. This bond program was designed to address facility maintenance and technology needs. These needs are the result of the Arizona Legislature cutting funding to schools for facility maintenance and other capital needs.

The funding of school building maintenance and school capital needs continues to be one of the most significant issues facing the school district. In addition, Arizona ranks in the bottom for per pupil expenditures in the nation. A recent Bureau of Labor Statistics report indicated that Arizona's average elementary teacher salary of $42,730 is $13,070 below the U.S. average of $55,800. These fiscal pressures are driving the low teacher wages in the state and are significantly impacting the recruitment of teachers.

On November 5, 2024, the voters of Amphitheater Unified School District authorized an increased budget to reduce class sizes in Grades Kindergarten through Third grades as well as renewing the budget increases first authorized in 2007.

**COVID-19**.
Amphitheater experienced a significant drop in enrollment during the 2020-21 school year. The average daily membership dropped from 12,776 in 2020 to 10,874 in 2021. The average daily membership in 2024-25 was 10,816.

The District continues to struggle with declining enrollment as the result of declining birthrates and the expansion of Arizona's school voucher program. The District expects to close or consolidate up to five schools during the 2026-27 school year.

**Awards and Acknowledgments**

**Awards.** The Association of School Business Officials International (ASBO) awarded a Certificate of Excellence in Financial Reporting to the District for its annual comprehensive financial report for the fiscal year ended June 30, 2024. This was the twenty-eighth consecutive year that the District has received this prestigious award. In order to be awarded this certificate, the District published an easily readable and efficiently organized annual comprehensive financial report. This report satisfied both accounting principles generally accepted in the United States of America and applicable legal requirements. This certificate is valid for a period of one year only.

**Acknowledgments.** The preparation of the annual comprehensive financial report on a timely basis was made possible by the dedicated service of the entire staff of the Finance Department. Each member of the department has our sincere appreciation for the contributions made in the preparation of this report.

In closing, without the leadership and support of the Governing Board of the District, preparation of this report would not have been possible.

Respectfully submitted,

Todd A. Jaeger, J.D.
Superintendent

Scott Little
Chief Financial Officer

ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL

**The Certificate of Excellence in Financial Reporting is presented to**

# Amphitheater School District No. 10

**for its Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024.**

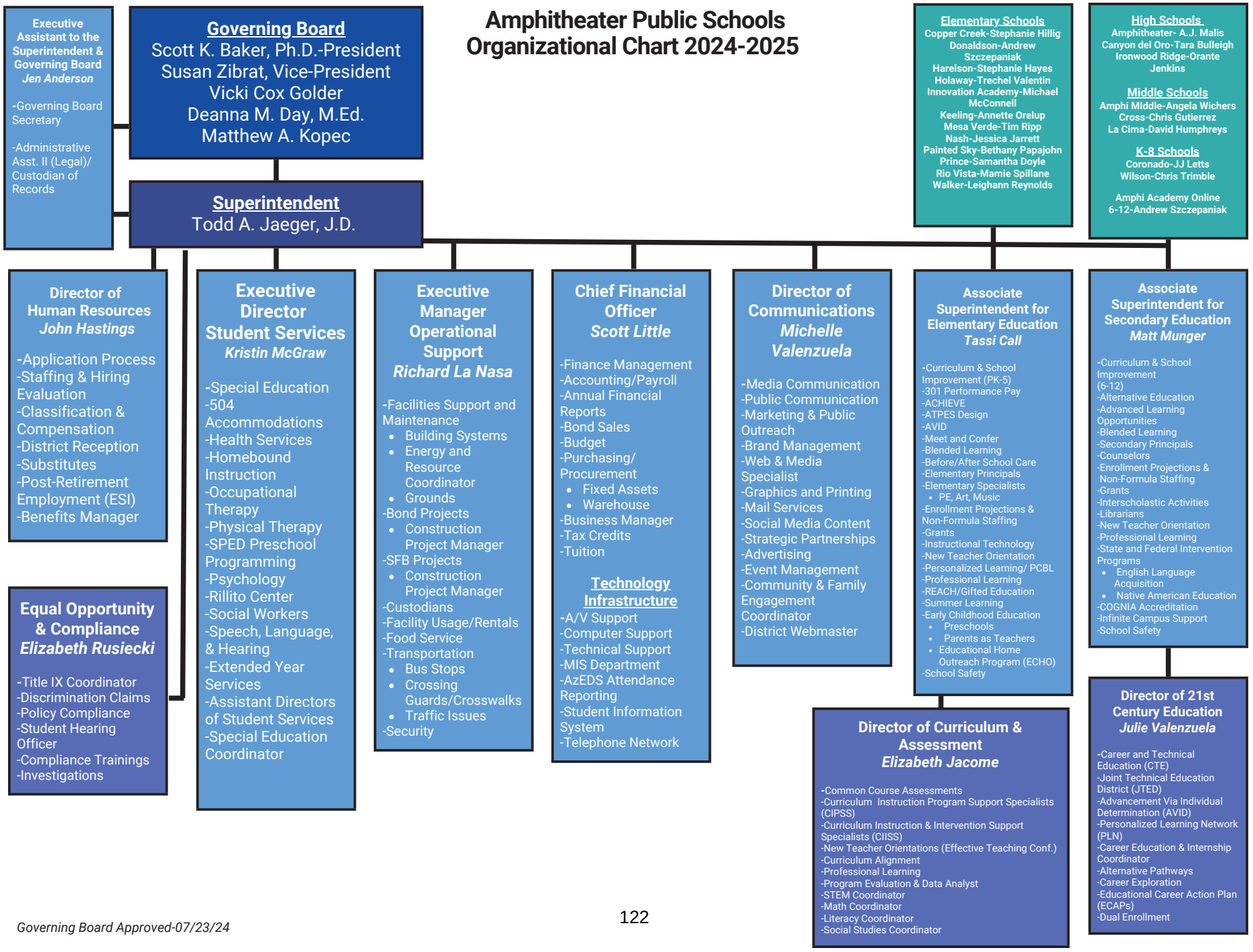
The district report meets the criteria established for ASBO International's Certificate of Excellence in Financial Reporting.

CERTIFICATE OF EXCELLENCE IN FINANCIAL REPORTING

**Ryan S. Stechschulte**
**President**

**James M. Rowan, CAE, SFO**
**CEO/Executive Director**

# Amphitheater Public Schools
# Organizational Chart 2024-2025



**Amphitheater Unified School District No. 10**

**List of Principal Officials**

**Governing Board**

Susan Zibrat, President

Deanna M. Day, M.Ed., Vice President

Vickie Cox Golder, Member

Matthew A. Kopec, Member

Michael Gemma, Ed.D., Member

**Administrative Staff**

Todd A. Jaeger, J.D., Superintendent

Scott Little, Chief Financial Officer

**Financial Section**

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**Independent Auditor's Report**

Governing Board
Amphitheater Unified School District No. 10

**Report on Audit of Financial Statements**

***Opinions***

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Amphitheater Unified School District No. 10 (District), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Amphitheater Unified School District No. 10, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Amphitheater Unified School District No. 10 and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Change in Accounting Principle***

As described in Note 1 to the financial statements, the District implemented the provisions of GASB Statement No. 101, *Compensated Absences*, for the year ended June 30, 2025. Our opinion is not modified with respect to this matter.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Other Matters***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, budgetary comparison information, and net pension liability information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Combining and Individual Fund Financial Statements and Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements and Schedules information is fairly stated in all material respects in relation to the basic financial statements as a whole.

*Other Information*

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section and Statistical Section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on other work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2026, on our consideration of Amphitheater Unified School District No. 10's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Amphitheater Unified School District No. 10's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Amphitheater Unified School District No. 10's internal control over financial reporting and compliance.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Tucson, Arizona
March 31, 2026

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**Management's Discussion and Analysis (MD&A)**
**(Required Supplementary Information)**

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As management of the Amphitheater Unified School District No. 10 (District), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2025. The management's discussion and analysis is presented as required supplementary information to supplement the basic financial statements. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report.

## Financial Highlights

- The District's total net position of governmental activities decreased $6.2 million which represents a four percent decrease from the prior fiscal year as a result of a decrease in grants and contributions.
- General revenues accounted for $139.4 million in revenue, or 79 percent of all current fiscal year revenues. Program specific revenue in the form of charges for services and grants and contributions accounted for $36.8 million or 21 percent of total current fiscal year revenues.
- The District had approximately $182.3 million in expenses related to governmental activities, an increase of four percent from the prior fiscal year.
- Among major funds, the General Fund had $113.9 million current fiscal year revenues, which primarily consisted of state aid and property taxes, and $126.3 million in expenditures. The General Fund's fund balance decrease from $30.4 million at the prior fiscal year end to $18.4 million at the end of the current fiscal year was primarily due to a decrease in state aid and an increase in salary and employee benefit costs.
- Net position for the Internal Service Funds decreased $294,189 from the prior fiscal year. Operating expenses of $10.2 million exceeded operating revenues of $9.6 million at the end of the current fiscal year.

## Overview of Financial Statements

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. The accrual basis of accounting is used for the government-wide financial statements.

## Overview of Financial Statements

The statement of net position presents information on all of the District's assets, liabilities, and deferred inflows/outflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences).

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues. The governmental activities of the District include instruction, support services, operation and maintenance of plant services, student transportation services, operation of non-instructional services, and interest on long-term debt.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and proprietary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements use the modified accrual basis of accounting and focus on near-term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General, Classroom Site, Federal and State Grants, Debt Service, and Other Capital Projects Funds, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements and schedules.

## Overview of Financial Statements

**Proprietary funds.** The District maintains one type of proprietary fund. The internal service funds are an accounting device used to accumulate and allocate costs internally among the District's various functions. The District uses its internal service funds to account for its self-insurance program. Other internal service funds include district service funds which account for the operation of District functions that provide goods or services to other District departments on a cost reimbursement basis. Because these activities benefit the governmental functions, they have been included within governmental activities in the government-wide financial statements.

The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District's budget process and pension plan. The District adopts an annual expenditure budget for all governmental funds. A schedule of revenues, expenditures and changes in fund balances – budget and actual has been provided for the General Fund and major Special Revenue Funds as required supplementary information. Schedules for the pension plan have been provided as required supplementary information.

## Government-Wide Financial Analysis

Net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets and deferred outflows exceeded liabilities and deferred inflows by $138.9 million at the current fiscal year end.

The largest portion of the District's net position reflects its investment in capital assets (e.g., land and improvements, buildings and improvements, vehicles, furniture and equipment and construction in progress), less any related outstanding debt used to acquire those assets. The District uses these capital assets to provide services to its students; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related outstanding debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. In addition, a portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance is unrestricted and may be used to meet the District's ongoing obligations to its citizens and creditors, however, as discussed below, this balance is in the deficit position.

## Government-Wide Financial Analysis

The following table presents a summary of the District's net position for the fiscal years ended June 30, 2025 and June 30, 2024. The cash and investment balances and net position for the year-ended June 30, 2024 have been restated for the reclassification of expenditures as investments and related activity for the establishment of a self-insurance program.

| | As of June 30, 2025 | As of June 30, 2024 (as restated) |
|---|---|---|
| Current and other assets | $ 84,506,308 | $ 97,782,604 |
| Capital assets, net | 226,304,142 | 228,106,724 |
| Total assets | 310,810,450 | 325,889,328 |
| Deferred outflows | 22,926,818 | 13,628,947 |
| Current liabilities | 10,590,796 | 11,772,184 |
| Long-term liabilities | 172,755,813 | 173,483,536 |
| Total liabilities | 183,346,609 | 185,255,720 |
| Deferred inflows | 11,532,240 | 9,250,813 |
| Net position: | | |
| Net investment in capital assets | 167,806,078 | 166,519,350 |
| Restricted | 41,910,323 | 36,418,622 |
| Unrestricted | (70,857,982) | (57,926,230) |
| Total net position | $ 138,858,419 | $ 145,011,742 |

At the end of the current fiscal year the District reported a negative unrestricted net position of $70.9 million as a result of an unfunded pension liability. Positive net position was reported in the other two categories. The same situation held true for the prior fiscal year.

The District's financial position is the product of several financial transactions including the net result of activities, the acquisition and payment of debt, the acquisition and disposal of capital assets, and the depreciation of capital assets. The following are significant current year transactions that had an impact on the Statement of Net Position.

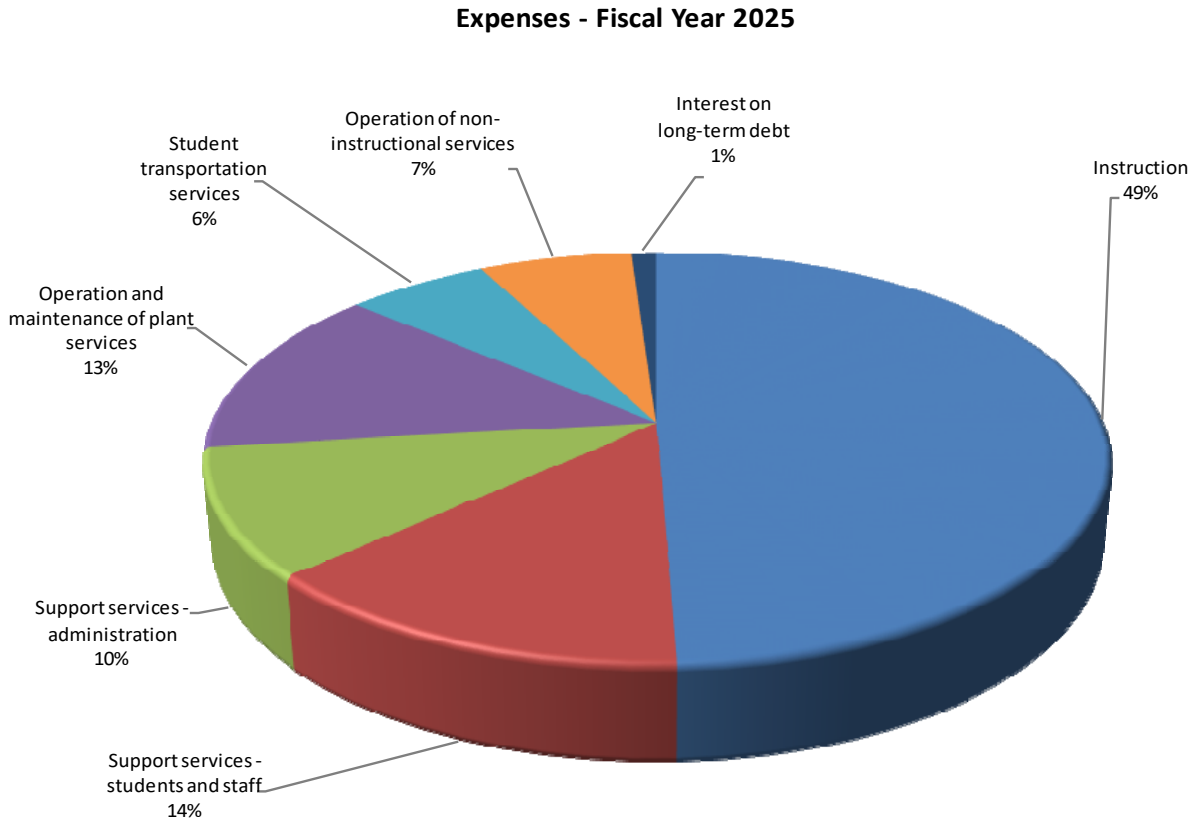
- The principal retirement of $9.1 million of bonds and $688,760 of bond premium.
- The addition of $16.4 million in capital assets through land and school improvements and purchases of vehicles, furniture, and equipment.
- The increase of $7.0 million in pension liabilities and $9.5 million in pension deferred outflows of resources.
- The disposal of $11.7 million of school improvements and vehicles, furniture, and equipment, along with $9.1 million in accumulated depreciation.
- The addition of $15.5 million in accumulated depreciation as a result of current fiscal year depreciation expense.

## Government-Wide Financial Analysis

**Changes in net position.** The District's total revenues for the current fiscal year were $176.2 million. The total cost of all programs and services was $182.3 million. The following table presents a summary of the changes in net position for the fiscal years ended June 30, 2025 and June 30, 2024. The expenditures and net position for the year-ended June 30, 2024 have been restated for the reclassification of expenditures as investments and related activity for the establishment of a self-insurance program.

| | Fiscal Year Ended June 30, 2025 | Fiscal Year Ended June 30, 2024 (as restated) |
|---|---|---|
| **Revenues:** | | |
| Program revenues: | | |
| Charges for services | $ 10,762,597 | $ 11,342,887 |
| Operating grants and contributions | 17,596,515 | 27,073,009 |
| Capital grants and contributions | 8,392,802 | 11,725,120 |
| General revenues: | | |
| Property taxes | 80,009,972 | 76,320,896 |
| Investment income | 2,687,983 | 3,057,743 |
| Unrestricted state aid | 54,769,568 | 57,829,866 |
| Unrestricted federal aid | 1,965,309 | 2,227,723 |
| **Total revenues** | 176,184,746 | 189,577,244 |
| **Expenses:** | | |
| Instruction | 90,070,281 | 86,859,561 |
| Support services - students and staff | 24,984,768 | 24,364,314 |
| Support services - administration | 18,304,086 | 15,205,004 |
| Operation and maintenance of plant services | 24,268,274 | 23,400,347 |
| Student transportation services | 11,024,813 | 11,612,183 |
| Operation of non-instructional services | 11,798,126 | 11,496,292 |
| Interest on long-term debt | 1,887,721 | 2,223,523 |
| **Total expenses** | 182,338,069 | 175,161,224 |
| **Changes in net position** | (6,153,323) | 14,416,020 |
| **Net position, beginning** | 145,011,742 | 130,595,722 |
| **Net position, ending** | $ 138,858,419 | $ 145,011,742 |

## Government-Wide Financial Analysis




The following are significant current year transactions that have had an impact on the change in net position.

- The decrease of $12.8 million in grants and contributions was primarily due to the lapse of COVID-19 funding.

- Instruction expenses increased $3.2 million due to increased salaries and benefits costs.

The following table presents the cost of the District's major functional activities. The table also shows each function's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost shows the financial burden that was placed on the State and District's taxpayers by each of these functions.

## Government-Wide Financial Analysis

| | Year Ended June 30, 2025 | | Year Ended June 30, 2024 | |
|---|---|---|---|---|
| | Total Expenses | Net (Expense)/ Revenue | Total Expenses (as restated) | Net (Expense)/ Revenue (as restated) |
| Instruction | $ 90,070,281 | $ (77,946,055) | $ 86,859,561 | $ (63,113,598) |
| Support services - students and staff | 24,984,768 | (19,694,875) | 24,364,314 | (16,087,064) |
| Support services - administration | 18,304,086 | (17,654,024) | 15,205,004 | (14,632,505) |
| Operation and maintenance of plant services | 24,268,274 | (16,908,870) | 23,400,347 | (16,758,879) |
| Student transportation services | 11,024,813 | (10,879,213) | 11,612,183 | (11,490,461) |
| Operation of non-instructional services | 11,798,126 | (615,397) | 11,496,292 | (714,178) |
| Interest on long-term debt | 1,887,721 | (1,887,721) | 2,223,523 | (2,223,523) |
| Total | $ 182,338,069 | $ (145,586,155) | $ 175,161,224 | $ (125,020,208) |

- The cost of all governmental activities this year was $182.3 million.
- Federal and State governments and charges for services subsidized certain programs with grants and contributions and other local revenues of $36.8 million.
- Net cost of governmental activities of $145.6 million was financed by general revenues, which are made up of primarily property taxes of $80.0 million and state aid of $54.8 million.

## Financial Analysis of the District's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds**. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The financial performance of the District as a whole is reflected in its governmental funds. As the District completed the year, its governmental funds reported a combined fund balance of $56.5 million, an increase of $6.3 million due primarily to the receipt of prior year outstanding federal grant reimbursements.

## Financial Analysis of the District's Funds

The General Fund comprises 33 percent of the total fund balance. Approximately $18.3 million of the General Fund's fund balance is unassigned.

The General Fund is the principal operating fund of the District. The decrease in fund balance of $12.0 million to $18.4 million as of fiscal year end was a result of decreased revenues and increased expenses. General Fund revenues decreased $4.2 million as a result of a decrease in unrestricted state aid. General Fund expenditures increased $2.6 million as a result of increases in employee salaries and related benefits.

The Classroom Site Fund balance increased $727,516 to $8.3 million at fiscal year end. Classroom Site Fund revenues increased $82,064 and expenditures increased $282,467.

The Federal and State Grants Fund balance increased $20.4 million to a deficit fund balance of $1.2 million at fiscal year end due to the receipt of prior year pending federal grant reimbursements. Federal and State Grants Fund revenues increased $20.6 million due to the receipt of outstanding federal grant reimbursements and expenditures decreased $13.9 million primarily due to the decrease in availability of COVID-19 federal funding utilized in prior years.

The Debt Service's fund balance increased $2.9 million to $16.2 million at fiscal year end. Debt Service Fund revenues decreased $306,223 and expenditures decreased $802.

The Other Capital Projects Fund balance decreased $251,218 to $135,225 at fiscal year end. Other Capital Projects Fund revenues increased $74,644 and expenditures increased $549,041.

**Proprietary funds.** Net position of the Internal Service Funds at the end of the fiscal year amounted to $8.9 million. The decrease of $294,189 from the prior fiscal year was primarily due to the establishment of a self-insurance program.

## Budgetary Highlights

Over the course of the year, the District revised the General Fund annual expenditure budget primarily due to changes in estimated student enrollment. The difference between the original budget and the final amended budget was a $3.5 million decrease, or three percent.

Significant variances for the final amended budget and actual revenues resulted from the District not being required by the State of Arizona to prepare a revenue budget. A schedule showing the original and final budget amounts compared to the District's actual financial activity for the General Fund is provided in this report as required supplementary information. The overall favorable variance of $3.2 million in expenses was a result of budgeting to the maximum general budget limit to provide capacity in future years.

## Capital Assets and Debt Administration

**Capital Assets**. At year end, the District had invested $372.8 million in capital assets, including school buildings, athletic facilities, buses and other vehicles, computers, and other equipment. This amount represents a net increase prior to depreciation of $4.6 million from the prior fiscal year, primarily due to various building and improvement projects. Total depreciation expense for the current fiscal year was $15.5 million.

The following schedule presents a summary of capital asset balances for the fiscal years ended June 30, 2025 and June 30, 2024.

| | As of June 30, 2025 | As of June 30, 2024 |
|---|---|---|
| Capital assets - non-depreciable | $ 14,507,152 | $ 14,404,637 |
| Capital assets - depreciable, net | 211,796,990 | 213,702,087 |
| Total | $ 226,304,142 | $ 228,106,724 |

The estimated cost to complete current construction projects is $2.4 million.

Additional information on the District's capital assets can be found in Note 7.

**Debt Administration.** At year end, the District had $60.8 million in long-term debt outstanding, $9.4 million due within one year. Long-term debt decreased by $9.8 million.

The District's general obligation bonds are subject to two limits; the Constitutional debt limit (total debt limit) on all general obligation bonds (up to 30 percent of the total net full cash assessed valuation) and the statutory debt limit on Class B bonds (the greater of 20 percent of the net full cash assessed valuation or $1,500 per student). The current total debt limitation for the District is $833.5 million and the Class B debt limit is $555.6 million, which are more than the District's total outstanding general obligation and Class B debt, respectively. Additional information on the District's long-term debt can be found in Notes 8 and 9.

## Economic Factors and Next Year's Budget and Rates

Many factors were considered by the District's administration during the process of developing the fiscal year 2025-26 budget. Among them:

- District student population (estimated 10,790).
- Employee salaries.

Also considered in the development of the budget is the local economy and inflation of the surrounding area.

## Economic Factors and Next Year's Budget and Rates

Budgeted expenditures in the General Fund decreased seven percent to $104.6 million in fiscal year 2025-26. State aid and property taxes are expected to be the primary funding sources. No new programs were added to the 2025-26 budget.

## Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the resources it receives. If you have questions about this report or need additional information, contact the Finance Department, Amphitheater Unified School District No. 10, 701 West Wetmore Road, Tucson, Arizona 85705-1547.

**Basic Financial Statements**

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**Government-Wide Financial Statements**

**Amphitheater Unified School District No. 10**
**Statement of Net Position**
**June 30, 2025**

| | Governmental Activities |
|---|---|
| **Assets** | |
| Current assets: | |
| Cash and investments | $ 59,879,287 |
| Property taxes receivable | 1,380,466 |
| Accounts receivable | 815,879 |
| Due from governmental entities | 16,498,088 |
| Inventory | 82,754 |
| Leases receivable | 1,893,468 |
| Total current assets | 80,549,942 |
| Noncurrent assets: | |
| Net other postemployment benefit plan assets | 3,956,366 |
| Capital assets not being depreciated | 14,507,152 |
| Capital assets, net accumulated depreciation | 211,796,990 |
| Total noncurrent assets | 230,260,508 |
| **Total assets** | 310,810,450 |
| **Deferred outflows of resources** | |
| Deferred charge on refunding | 302,792 |
| Pension plan items | 22,414,208 |
| Other postemployment benefit plan items | 209,818 |
| **Total deferred outflows of resources** | 22,926,818 |
| **Liabilities** | |
| Current liabilities: | |
| Accounts payable | 4,801,435 |
| Claims payable | 1,416,466 |
| Accrued payroll and employee benefits | 3,825,574 |
| Unearned revenues | 547,321 |
| Compensated absences payable | 2,186,100 |
| Bonds payable | 9,445,000 |
| Total current liabilities | 22,221,896 |
| Noncurrent liabilities: | |
| Non-current portion of long-term obligations | 161,124,713 |
| Total noncurrent liabilities | 161,124,713 |
| **Total liabilities** | 183,346,609 |
| **Deferred inflows of resources** | |
| Deferred charge on refunding | 143,407 |
| Pension plan items | 8,166,559 |
| Other postemployment benefit plan items | 1,370,262 |
| Leases | 1,852,012 |
| **Total deferred inflows of resources** | 11,532,240 |
| **Net position** | |
| Net investment in capital assets | 167,806,078 |
| Restricted for: | |
| Instruction | 14,068,239 |
| Food service | 4,346,151 |
| Non-instructional purposes | 1,888,113 |
| Debt service | 16,330,070 |
| Capital outlay | 1,321,384 |
| Other postemployment benefit plan assets | 3,956,366 |
| Unrestricted | (70,857,982) |
| **Total net position** | $ 138,858,419 |



**The notes to the basic financial statements are an integral part of this statement.**

**Amphitheater Unified School District No. 10**
**Statement of Activities**
**For the Year Ended June 30, 2025**

| Functions/Programs | Expenses | Program Revenue: Charges for Services | Program Revenue: Operating Grants and Contributions | Program Revenue: Capital Grants and Contributions | Net (Expense) Revenue and Changes in Net Position: Governmental Activities |
|---|---|---|---|---|---|
| **Governmental activities** | | | | | |
| Instruction | $ 90,070,281 | $ 3,655,390 | $ 7,121,031 | $ 1,347,805 | $ (77,946,055) |
| Support services - students and staff | 24,984,768 | 1,551,562 | 3,738,331 | | (19,694,875) |
| Support services - administration | 18,304,086 | 420,819 | 229,243 | | (17,654,024) |
| Operation and maintenance of plant services | 24,268,274 | 249,262 | 286,634 | 6,823,508 | (16,908,870) |
| Student transportation services | 11,024,813 | 103,383 | 42,217 | | (10,879,213) |
| Operation of non-instructional services | 11,798,126 | 4,782,181 | 6,179,059 | 221,489 | (615,397) |
| Interest on long-term debt | 1,887,721 | | | | (1,887,721) |
| **Total governmental activities** | $ 182,338,069 | $ 10,762,597 | $ 17,596,515 | $ 8,392,802 | (145,586,155) |
| **General revenues** | | | | | |
| Property taxes | | | | | 80,009,972 |
| Investment income | | | | | 2,687,983 |
| Unrestricted state aid | | | | | 54,769,568 |
| Unrestricted federal aid | | | | | 1,965,309 |
| **Total general revenues** | | | | | 139,432,832 |
| **Changes in net position** | | | | | (6,153,323) |
| **Net position, beginning of year, previously reported** | | | | | 138,954,464 |
| Adjustments to beginning net position | | | | | 6,057,278 |
| **Net position, beginning of year, as restated** | | | | | 145,011,742 |
| **Net position, end of year** | | | | | $ 138,858,419 |



**The notes to the basic financial statements are an integral part of this statement.**

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**Fund Financial Statements**

**Amphitheater Unified School District No. 10**
**Balance Sheet**
**Governmental Funds**
**June 30, 2025**

| | General | Classroom Site | Federal and State Grants | Debt Service |
|---|---|---|---|---|
| **Assets** | | | | |
| Cash and investments | $ 10,863,036 | $ 8,324,597 | $ | $ 16,110,763 |
| Property taxes receivable | 1,154,042 | | | 219,307 |
| Accounts receivable | | | | |
| Due from governmental entities | 9,466,186 | | 4,838,640 | |
| Due from other funds | 3,044,005 | | | |
| Inventory | 82,754 | | | |
| Leases receivable | 1,893,468 | | | |
| **Total assets** | $ 26,503,491 | $ 8,324,597 | $ 4,838,640 | $ 16,330,070 |
| **Liabilities** | | | | |
| Accounts payable | $ 2,087,852 | $ | $ 627,110 | $ |
| Due to other funds | | | 3,044,005 | |
| Accrued payroll and employee benefits | 3,311,880 | 25,195 | 355,142 | |
| Unearned revenues | | | 547,321 | |
| **Total liabilities** | 5,399,732 | 25,195 | 4,573,578 | |
| **Deferred inflows of resources** | | | | |
| Unavailable revenues - property taxes | 884,038 | | | 150,432 |
| Unavailable revenues - intergovernmental | | | 1,480,482 | |
| Leases | 1,852,012 | | | |
| **Total deferred inflows of resources** | 2,736,050 | | 1,480,482 | 150,432 |
| **Fund balances** | | | | |
| Nonspendable | 82,754 | | | |
| Restricted | | 8,299,402 | | 16,179,638 |
| Unassigned | 18,284,955 | | (1,215,420) | |
| **Total fund balances** | 18,367,709 | 8,299,402 | (1,215,420) | 16,179,638 |
| **Total liabilities, deferred inflows of resources and fund balances** | $ 26,503,491 | $ 8,324,597 | $ 4,838,640 | $ 16,330,070 |



**The notes to the basic financial statements are an integral part of this statement.**

| Other Capital Projects | Non-Major Governmental Funds | Total Governmental Funds |
|---|---|---|
| $ 267,326 | $ 14,605,283 | $ 50,171,005 |
| | 7,117 | 1,380,466 |
| | 297,975 | 297,975 |
| 1,759,547 | 433,715 | 16,498,088 |
| | | 3,044,005 |
| | | 82,754 |
| | | 1,893,468 |
| $ 2,026,873 | $ 15,344,090 | $ 73,367,761 |
| | | |
| $ 1,569,344 | $ 511,577 | $ 4,795,883 |
| | | 3,044,005 |
| | 133,357 | 3,825,574 |
| | | 547,321 |
| 1,569,344 | 644,934 | 12,212,783 |
| | | |
| | 4,820 | 1,039,290 |
| 322,304 | | 1,802,786 |
| | | 1,852,012 |
| 322,304 | 4,820 | 4,694,088 |
| | | |
| | | 82,754 |
| 135,225 | 14,694,336 | 39,308,601 |
| | | 17,069,535 |
| 135,225 | 14,694,336 | 56,460,890 |
| | | |
| $ 2,026,873 | $ 15,344,090 | $ 73,367,761 |

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**Amphitheater Unified School District No. 10**
**Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position**
**June 30, 2025**

| | | |
|---|---|---|
| **Total fund balances - governmental funds** | | **$ 56,460,890** |
| Amounts reported for governmental activities in the Statement of Net Position are different because: | | |
| Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. | | |
| Governmental capital assets | $ 372,582,271 | |
| Less accumulated depreciation | (146,394,440) | |
| | | 226,187,831 |
| Some receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds. | | |
| Property taxes | 1,039,290 | |
| Intergovernmental | 1,802,786 | |
| | | 2,842,076 |
| Deferred items related to the refunding of bonds are amortized over the life of the associated bond issue in the government-wide statements but not reported in the funds. | | 159,385 |
| The net OPEB assets are not a current financial resource and, therefore, are not reported in the funds. | | 3,956,366 |
| Deferred outflows and inflows of resources related to pensions/OPEB are applicable to future periods and, therefore, are not reported in the funds. | | |
| Deferred outflows of resources related to pensions/OPEB | 22,624,026 | |
| Deferred inflows of resources related to pensions/OPEB | (9,536,821) | |
| | | 13,087,205 |
| The Internal Service Funds are used by management to charge the cost of insurance and other district services to the individual funds. The assets and liabilities of the Internal Service Funds are included in the Statement of Net Position. | | 8,920,479 |
| Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. | | |
| Compensated absences payable | (5,140,930) | |
| Bonds payable | (60,788,834) | |
| Net pension liability | (106,826,049) | |
| | | (172,755,813) |
| **Net position of governmental activities** | | **$ 138,858,419** |

**Amphitheater Unified School District No. 10**
**Statement of Revenues, Expenditures and Changes in Fund Balances**
**Governmental Funds**
**For the Year Ended June 30, 2025**

| | General | Classroom Site | Federal and State Grants | Debt Service |
|---|---|---|---|---|
| **Revenues** | | | | |
| Other local | $ 3,240,205 | $ 154,147 | $ | $ 684,315 |
| Property taxes | 65,996,007 | | | 13,477,937 |
| State aid and grants | 42,664,286 | 11,206,489 | 1,407,760 | |
| Federal aid, grants and reimbursements | 1,965,309 | | 30,840,881 | |
| **Total revenues** | 113,865,807 | 11,360,636 | 32,248,641 | 14,162,252 |
| **Expenditures** | | | | |
| Current: | | | | |
| Instruction | 54,140,263 | 9,017,317 | 6,156,305 | |
| Support services - students and staff | 17,582,011 | 1,615,803 | 3,614,238 | |
| Support services - administration | 15,146,997 | | 221,633 | |
| Operation and maintenance of plant services | 22,701,287 | | 142,491 | |
| Student transportation services | 7,919,751 | | 40,816 | |
| Operation of non-instructional services | 575,035 | | | |
| Capital outlay | 8,228,134 | | 1,347,805 | |
| Debt service: | | | | |
| Principal retirement | | | | 9,080,000 |
| Interest and fiscal charges | | | | 2,475,162 |
| **Total expenditures** | 126,293,478 | 10,633,120 | 11,523,288 | 11,555,162 |
| **Excess (deficiency) of revenues over expenditures** | (12,427,671) | 727,516 | 20,725,353 | 2,607,090 |
| **Other financing sources (uses)** | | | | |
| Transfers in | 364,400 | | | 292,898 |
| Transfers out | | | (364,400) | |
| Insurance recoveries | 49,922 | | | |
| **Total other financing sources (uses)** | 414,322 | | (364,400) | 292,898 |
| **Changes in fund balances** | (12,013,349) | 727,516 | 20,360,953 | 2,899,988 |
| **Fund balances, beginning of year, previously reported** | 33,056,617 | | (21,576,373) | 13,279,650 |
| Adjustments to beginning fund balances | (2,675,559) | 7,571,886 | | |
| **Fund balances, beginning of year, as restated** | 30,381,058 | 7,571,886 | (21,576,373) | 13,279,650 |
| **Fund balances, end of year** | $ 18,367,709 | $ 8,299,402 | $ (1,215,420) | $ 16,179,638 |



**The notes to the basic financial statements are an integral part of this statement.**

| Other Capital Projects | Non-Major Governmental Funds | Total Governmental Funds |
|---|---|---|
| $ 21,963 | $ 10,161,297 | $ 14,261,927 |
| | 448,462 | 79,922,406 |
| 6,591,612 | 905,446 | 62,775,593 |
| | 5,896,147 | 38,702,337 |
| 6,613,575 | 17,411,352 | 195,662,263 |
| | 1,606,953 | 70,920,838 |
| | 1,619,031 | 24,431,083 |
| | 151,150 | 15,519,780 |
| | 270,952 | 23,114,730 |
| | 303,457 | 8,264,024 |
| | 10,376,623 | 10,951,658 |
| 6,864,893 | 8,246,182 | 24,687,014 |
| | | 9,080,000 |
| | | 2,475,162 |
| 6,864,893 | 22,574,348 | 189,444,289 |
| (251,318) | (5,162,996) | 6,217,974 |
| | | 657,298 |
| | (292,898) | (657,298) |
| | | 49,922 |
| | (292,898) | 49,922 |
| (251,318) | (5,455,894) | 6,267,896 |
| | 28,108,659 | 52,868,553 |
| 386,543 | (7,958,429) | (2,675,559) |
| 386,543 | 20,150,230 | 50,192,994 |
| $ 135,225 | $ 14,694,336 | $ 56,460,890 |

**Amphitheater Unified School District No. 10**
**Reconciliation of the Statement of Revenues, Expenditures and**
**Changes in Fund Balances of Governmental Funds to the Statement of Activities**
**For the Year Ended June 30, 2025**

| | | |
|---|---|---|
| **Changes in fund balances - total governmental funds** | | **$ 6,267,896** |
| Amounts reported for governmental activities in the Statement of Activities are different because: | | |
| Governmental funds report the portion of capital outlay for capitalized assets as expenditures. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. | | |
| Expenditures for capitalized assets | $ 16,364,795 | |
| Less current year depreciation | (15,485,988) | |
| | | 878,807 |
| Some revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds. | | |
| Property taxes | 87,566 | |
| Intergovernmental | (20,004,836) | |
| | | (19,917,270) |
| Repayments of long-term debt principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position. | | |
| Bond principal retirement | | 9,080,000 |
| Governmental funds report pension/OPEB contributions as expenditures. However, they are reported as deferred outflows of resources in the Statement of Net Position. The change in the net pension/OPEB liability, adjusted for deferred items, is reported as pension/OPEB expense in the Statement of Activities. | | |
| Current year pension/OPEB contributions | 11,092,018 | |
| Pension/OPEB expense | (9,140,761) | |
| | | 1,951,257 |
| Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. | | |
| Loss on disposal of assets | (2,654,380) | |
| Amortization of deferred bond items | 587,441 | |
| Compensated absences | (2,052,885) | |
| | | (4,119,824) |
| The Internal Service Funds are used by management to charge the cost of insurance and other district services to the individual funds. The changes in net position of the Internal Service Funds are reported with governmental activities in the Statement of Activities. | | (294,189) |
| **Changes in net position in governmental activities** | | **$ (6,153,323)** |



**The notes to the basic financial statements are an integral part of this statement.**

**Amphitheater Unified School District No. 10**
**Statement of Net Position**
**Proprietary Funds**
**June 30, 2025**

| | Governmental Activities Internal Service Funds |
|---|---|
| **Assets** | |
| Current assets: | |
| Cash and investments | $ 9,708,282 |
| Accounts receivable | 517,904 |
| Total current assets | 10,226,186 |
| Noncurrent assets: | |
| Capital assets, net accumulated depreciation | 116,311 |
| Total noncurrent assets | 116,311 |
| **Total assets** | 10,342,497 |
| **Liabilities** | |
| Current liabilities: | |
| Accounts payable | 5,552 |
| Claims payable | 1,416,466 |
| Total current liabilities | 1,422,018 |
| **Total liabilities** | 1,422,018 |
| **Net position** | |
| Investment in capital assets | 116,311 |
| Unrestricted | 8,804,168 |
| **Total net position** | $ 8,920,479 |



**The notes to the basic financial statements are an integral part of this statement.**

**Amphitheater Unified School District No. 10**
**Statement of Revenues, Expenses, and Changes in Fund Net Position**
**Proprietary Funds**
**For the Year Ended June 30, 2025**

| | Governmental Activities Internal Service Funds |
|---|---|
| **Operating revenues** | |
| Charges for services | $ 403,258 |
| Contributions | 9,151,557 |
| **Total operating revenues** | 9,554,815 |
| **Operating expenses** | |
| Claims | 8,963,973 |
| Cost of services | 413,228 |
| Premiums | 539,718 |
| Administrative fees | 294,907 |
| Depreciation | 27,009 |
| **Total operating expenses** | 10,238,835 |
| **Operating income (loss)** | (684,020) |
| **Nonoperating revenues (expenses)** | |
| Investment income | 389,831 |
| **Total nonoperating revenue (expenses)** | 389,831 |
| **Changes in net position** | (294,189) |
| **Net position, beginning of year, previously reported** | 481,831 |
| Adjustments to beginning net position | 8,732,837 |
| **Net position, beginning of year, as restated** | 9,214,668 |
| **Net position, end of year** | $ 8,920,479 |



**The notes to the basic financial statements are an integral part of this statement.**

**Amphitheater Unified School District No. 10**
**Statement of Cash Flows**
**Proprietary Funds**
**For the Year Ended June 30, 2025**

| | Governmental Activities Internal Service Funds |
|---|---|
| **Increase/Decrease in Cash and Cash Equivalents** | |
| **Cash flows from operating activities** | |
| Cash received for services | $ 403,258 |
| Cash received from contributions | 8,633,653 |
| Cash payments to employees for services | (195,602) |
| Cash payments to suppliers for goods and services | (1,046,699) |
| Cash payments for claims | (7,547,507) |
| **Net cash provided by/used for operating activities** | 247,103 |
| **Cash flows from investing activities** | |
| Investment income | 389,831 |
| **Net cash provided by investing activities** | 389,831 |
| **Net increase/decrease in cash and cash equivalents** | 636,934 |
| **Cash and cash equivalents, beginning of year** | 9,071,348 |
| **Cash and cash equivalents, end of year** | $ 9,708,282 |
| **Reconciliation of Operating Income/Loss to Net Cash Provided by/Used for Operating Activities** | |
| **Operating income/loss** | $ (684,020) |
| Adjustments to reconcile operating income/loss to net cash provided by/used for operating activities: | |
| Depreciation expense | 27,009 |
| Changes in assets and liabilities: | |
| Increase/decrease in accounts receivable | (517,904) |
| Increase/decrease in accounts payable | 5,552 |
| Increase/decrease in claims payable | 1,416,466 |
| **Total adjustments** | 931,123 |
| **Net cash provided by/used for operating activities** | $ 247,103 |



**The notes to the basic financial statements are an integral part of this statement.**

## Note 1 – Summary of Significant Accounting Policies

The financial statements of the Amphitheater Unified School District No. 10 (District) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

During the year ended June 30, 2025, the District implemented the provisions of GASB Statement No. 101, *Compensated Absences*. This Statement updates the recognition and measurement guidance for compensated absences. Liabilities are recognized for leave that has not been used, as well as leave that has been used but not yet paid in cash or settled through noncash means. The District's analysis of compensated absences in effect at the beginning of the year resulted in no changes to beginning balances reported in the financial statements due to the implementation of this standard.

The more significant of the District's accounting policies are described below.

### A. Reporting Entity

The Governing Board is organized under Section 15-321 of the Arizona Revised Statutes (A.R.S.). Management of the District is independent of other State or local governments. The County Treasurer collects taxes for the District, but exercises no control over its expenditures/expenses.

The membership of the Governing Board consists of five members elected by the public. Under existing statutes, the Governing Board's duties and powers include, but are not limited to, the acquisition, maintenance and disposition of school property; the development and adoption of a school program; and the establishment, organization and operation of schools.

The Board also has broad financial responsibilities, including the approval of the annual budget, and the establishment of a system of accounting and budgetary controls.

The financial reporting entity consists of a primary government and its component units. A component unit is a legally separate entity that must be included in the reporting entity in conformity with generally accepted accounting principles. The District is a primary government because it is a special-purpose government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments. Furthermore, there are no component units combined with the District for financial statement presentation purposes, and the District is not included in any other governmental reporting entity. Consequently, the District's financial statements include only the funds of those organizational entities for which its elected governing board is financially accountable. The District's major operations include education, student transportation, construction and maintenance of District facilities, food services, bookstore, and athletic functions.

## Note 1 – Summary of Significant Accounting Policies

### B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) present financial information about the District as a whole. The reported information includes all of the nonfiduciary activities of the District. For the most part, the effect of internal activity has been removed from these statements. These statements are to distinguish between the governmental and business-type activities of the District.

Governmental activities normally are supported by taxes and intergovernmental revenues, and are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not have any business-type activities or fiduciary activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The District does not allocate indirect expenses to programs of functions. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, unrestricted federal and state aid, and other items not included among program revenues are reported instead as general revenues.

### C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

**Government-Wide Financial Statements** – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor or provider have been met. As a general rule, the effect of internal activity has been eliminated from the government-wide financial statements; however, the effects of interfund services provided and used between functions are reported as expenses and program revenues at amounts approximating their external exchange value.

**Fund Financial Statements** – Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**Note 1 – Summary of Significant Accounting Policies**

However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. Capital asset acquisitions are reported as expenditures in governmental funds. Issuances of long-term debt and acquisitions under lease contracts and subscription-based information technology arrangements are reported as other financing sources.

Property taxes, federal and state aid, tuition and investment income associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Food services and miscellaneous revenues are not susceptible to accrual because generally they are not measurable until received in cash.

Grants and similar awards are recognized as revenue as soon as all eligibility requirements imposed by the grantor or provider have been met. Unearned revenues arise when resources are received by the District before it has legal claim to them, as when grant monies are received prior to meeting all eligibility requirements imposed by the provider.

Delinquent property taxes and other receivables that will not be collected within the available period have been reported as unavailable revenues on the governmental fund financial statements.

Separate financial statements are presented for governmental funds and proprietary funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The internal service funds are presented in a single column on the face of the proprietary fund statements.

The District reports the following major governmental funds:

General – The General Fund is the District's primary operating fund. It accounts for all resources used to finance District maintenance and operation except those required to be accounted for in other funds. The General Fund includes the District's Maintenance and Operation Fund and the Unrestricted Capital Outlay Fund, as well as other funds that do not meet the criteria for separate reporting in the financial statements.

Classroom Site – The Classroom Site Fund accounts for the financial activity for the portion of state sales tax collections and permanent state school fund earnings.

Federal and State Grants – The Federal and State Grants Fund accounts for financial assistance received for federal and state grants and projects.

## Note 1 – Summary of Significant Accounting Policies

Debt Service – The Debt Service Fund accounts for the accumulation of resources for, and the payment of, long-term debt principal, interest and related costs.

Other Capital Projects – The Other Capital Projects Fund accounts for the revenues and expenditures of other capital projects activities, including the following: capital gifts and donations and building renewal grant.

Additionally, the District reports the following fund type:

Proprietary Funds – The Proprietary Funds are Internal Service Funds that account for activities related to the District's self-insurance program, and for activities related to the operation of District functions that provides goods and services to other District departments on a cost reimbursement basis.

The Proprietary Fund financial statements are reported using the economic resources measurement focus and accrual basis of accounting and are presented in a single column.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's internal service funds are charges for health and welfare benefits and charges to District departments for goods and services. Operating expenses for the internal service funds include the cost of goods and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

### D. Cash and Investments

For purposes of the Statement of Cash Flows, the District considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents at year end were cash and investments held by the County Treasurer and Kairos.

A.R.S. require the District to deposit all cash with the County Treasurer, except as discussed below. Cash with the County Treasurer is pooled for investment purposes, except for cash of the Debt Service and Bond Building Funds that may be invested separately. Interest earned from investments purchased with pooled monies is allocated to each of the District's funds based on their average balances. As required by statute, interest earnings of the Bond Building Fund are recorded initially in that fund, but then transferred to the Debt Service Fund. All investments are stated at fair value.

## Note 1 – Summary of Significant Accounting Policies

Statute authorizes the District to separately invest monies of the Bond Building and Debt Service Funds in the State Treasurer's investment pools; obligations issued and guaranteed by the United States or any of its agencies or instrumentalities; specified state and local government bonds and notes; and interest bearing savings accounts or certificates of deposit.

Statute authorizes the District to deposit monies of the Auxiliary Operations and Student Activities Funds in bank accounts. Monies in these funds may also be invested. In addition, statute authorizes the District to maintain various bank accounts such as clearing accounts to temporarily deposit receipts before they are transmitted to the County Treasurer; revolving accounts to pay minor disbursements; and withholdings accounts for taxes and employee insurance programs. Some of these bank accounts may be interest bearing.

Statute does not include any requirements for credit risk, concentration of credit risk, interest rate risk, or foreign currency risk. Arizona statute requires a pooled collateral program for public deposits and a Statewide Collateral Pool Administrator (Administrator) in the State Treasurer's Office. The purpose of the pooled collateral program is to ensure that governmental entities' public deposits placed in participating depositories are secured with collateral of 102 percent of the public deposits, less any applicable federal depository insurance. An eligible depository may not retain or accept any public deposit unless it has deposited the required collateral with a qualified escrow agent or the Administrator. The Administrator manages the pooled collateral program, including reporting on each depository's compliance with the program.

### E. Investment Income

Investment income is composed of interest, dividends, and net changes in the fair value of applicable investments. Investment income is included in other local revenue in the governmental fund financial statements and in nonoperating revenues in the proprietary fund financial statements.

### F. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Interfund balances between governmental funds are eliminated on the Statement of Net Position.

All receivables, including property taxes receivable, are shown net of an allowance for uncollectibles.

## Note 1 – Summary of Significant Accounting Policies

### G. Property Tax Calendar

The County Treasurer is responsible for collecting property taxes for all governmental entities within the county. The county levies real and personal property taxes on or before the third Monday in August, that become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

Pursuant to A.R.S., a lien against assessed real and personal property attaches on the first day of January preceding assessment and levy; however according to case law, an enforceable legal claim to the asset does not arise.

### H. Inventory

All inventories are valued at cost using the weighted average method. Inventories consist of expendable supplies held for consumption. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

### I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

### J. Capital Assets

Capital assets, which include land and improvements; buildings and improvements; vehicles, furniture, and equipment; and construction in progress, are reported in the government-wide financial statements.

Capital assets are defined by the District as assets with an initial, individual cost in excess of $5,000 and an estimated useful life of more than one year. Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

## Note 1 – Summary of Significant Accounting Policies

Capital assets are depreciated using the straight-line method over the estimated useful life of the asset. Intangible right-to-use assets are amortized over the shorter of the lease/subscription term or the underlying asset's useful life. Amortization of right-to-use assets is included with depreciation expense. The estimated useful lives and amortization periods are as follows:

| | |
|---|---|
| Land improvements | 7 - 70 years |
| Buildings and improvements | 15 - 70 years |
| Vehicles, furniture and equipment | 5 - 20 years |

### K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

### L. Compensated Absences

The District's employee vacation and sick leave policies generally provide for granting vacation and sick leave with pay in varying amounts. Only benefits considered more likely than not to be used or paid are recognized in the financial statements. The liability for vacation and sick leave is reported in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee leave, resignations and retirements.

### M. Leases

As lessor, if there is no stated rate in the lease contract (or if the stated rate is not the rate the District charges the lessee) and the implicit rate cannot be determined, the District uses its own estimated incremental borrowing rate as the discount rate to measure lease receivables. The District's estimated incremental borrowing rate is calculated based on the Applicable Federal Rate.

## Note 1 – Summary of Significant Accounting Policies

### N. Pensions and Other Postemployment Benefits

For purposes of measuring the net pension liability and other postemployment benefit (OPEB) assets and liabilities, related deferred outflows of resources and deferred inflows of resources, and related expenses, information about the pension and OPEB plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### O. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities on the statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Deferred amounts on refunding result from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

### P. Interfund Activity

Flows of cash from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers between governmental funds are eliminated in the Statement of Activities. Interfund transfers in the fund financial statements are reported as other financing sources/uses in governmental funds and after nonoperating revenues/expenses in proprietary funds.

### Q. Net Position Flow Assumption

In the government-wide and proprietary fund financial statements the District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted amounts are available.

## Note 1 – Summary of Significant Accounting Policies

### R. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

## Note 2 – Fund Balance Classifications

Fund balances of the governmental funds are reported separately within classifications based on a hierarchy of the constraints placed on the use of those resources. The classifications are based on the relative strength of the constraints that control how the specific amounts can be spent. The classifications are nonspendable, restricted, and unrestricted, which includes committed, assigned, and unassigned fund balance classifications.

***Nonspendable***. The nonspendable fund balance classification includes amounts that cannot be spent because they are not in spendable form, or are legally or contractually required to be maintained intact.

***Restricted***. Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation.

***Committed***. The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action of the Governing Board through a resolution approved at a Board meeting. Those committed amounts cannot be used for any other purpose unless the Governing Board removes or changes the specified use by taking the same action it employed to previously commit those amounts.

***Assigned***. Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the Governing Board or a management official delegated that authority by the formal Governing Board action. The Governing Board has delegated the Chief Financial Officer that authority through formal Governing Board action.

***Unassigned***. Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

## Note 2 – Fund Balance Classifications

The District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

The table below provides detail of the major components of the District's fund balance classifications at year end.

| | General | Classroom Site | Federal and State Grants | Debt Service | Other Capital Projects | Non-Major Governmental Funds |
|---|---|---|---|---|---|---|
| Fund Balances: | | | | | | |
| Nonspendable: | | | | | | |
| Inventory | $ 82,754 | $ | $ | $ | $ | $ |
| Restricted: | | | | | | |
| Debt service | | | | 16,179,638 | | |
| Capital projects | | | | | 135,225 | 859,035 |
| Bond building projects | | | | | | 2,131,385 |
| Voter approved initiatives | | 8,299,402 | | | | 1,599,183 |
| Food service | | | | | | 4,346,151 |
| Civic center | | | | | | 1,332,496 |
| Community schools | | | | | | 498,132 |
| Extracurricular activities | | | | | | 1,231,240 |
| Intergovernmental agreements | | | | | | 50,518 |
| Gifts and donations | | | | | | 1,932,859 |
| Student activities | | | | | | 639,923 |
| Other purposes | | | | | | 73,414 |
| Unassigned | 18,284,955 | | (1,215,420) | | | |
| Total fund balances | $ 18,367,709 | $ 8,299,402 | $ (1,215,420) | $ 16,179,638 | $ 135,225 | $ 14,694,336 |

## Note 3 – Stewardship, Compliance and Accountability

**Individual Deficit Fund Balance** – At year end, the Federal and State Grants Fund reported a deficit of $1.2 million in fund balance. The deficit arose because of operations during the year and pending grant reimbursements. Additional revenues received in fiscal year 2025-26 are expected to eliminate the deficit.

**Excess Expenditures Over Budget** – At year end, the District had expenditures in a fund that exceeded the budget; however, this does not constitute a violation of any legal provisions.

## Note 4 – Cash and Investments

*Custodial Credit Risk – Deposits*. Custodial credit risk is the risk that in the event of bank failure the District's deposits may not be returned to the District. The District does not have a deposit policy for custodial credit risk. At year end, the carrying amount of the District's deposits was $11.5 million and the bank balance was $11.6 million. At year end, all the District's deposits were covered by federal deposit insurance.

*Fair Value Measurements*. The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

- Level 1 inputs are quoted prices in active markets for identical assets
- Level 2 inputs are significant other observable inputs
- Level 3 inputs are significant unobservable inputs

*Valuation Techniques.* The Money Market Funds classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities.

The State Treasurer's pools are external investment pools, the Local Government Investment Pool (Pool 5) and Local Government Investment Pool-Government (Pool 7), with no regulatory oversight. The pools as an investment company is not registered with the Securities and Exchange Commission. The activity and performance of the pools are reviewed monthly by the State Board of Investment. The fair value of each participant's position in the State Treasurer investment pools approximates the value of the participant's shares in the pool and the participants' shares are not identified with specific investments. Participants in the pool are not required to categorize the value of shares in accordance with the fair value hierarchy.

The County Treasurer's pool and Kairos' pool are external investment pools with no regulatory oversight. The pools are not required to register (and are not registered) with the Securities and Exchange Commission. The fair value of each participant's position in the investment pools approximates the value of the participant's shares in the pools and the participants' shares are not identified with specific investments. Participants in the pools are not required to categorize the value of shares in accordance with the fair value hierarchy.

All investments in which the fair value hierarchy is applicable are measured at fair value on a recurring basis. At year end, the District's investments consisted of the following:

| Investment Type | Maturities | Fair Value | Category |
|---|---|---|---|
| Money Market Funds | 41 days | $ 5,840,366 | Level 1 |
| Kairos investment pool | 135 days | 2,609,067 | Not Applicable |
| County Treasurer's investment pool | 92 days | 32,929,218 | Not Applicable |
| State Treasurer's investment pool 7 | 26 days | 7,014,036 | Not Applicable |
| Total | | $ 48,392,687 | |

## Note 4 – Cash and Investments

*Interest Rate Risk*. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk*. The District has no investment policy that would further limit its investment choices. As of year end, the District's investment in the County Treasurer's and Kairos' investment pools did not receive a credit quality rating from a national rating agency. The State Treasurer's Local Government Investment Pool 7 was rated AAA by Moody's at year end. The Money Market Funds were rated Aaa-mf by Moody's and AAAm by S&P at year end.

*Custodial Credit Risk – Investments.* The District's investment in the investment pools represents a proportionate interest in the pool's portfolio; however, the District's portion is not identified with specific investments and is not subject to custodial credit risk.

*Concentration of Credit Risk*. The District places no limit on the amount the District may invest in any one issuer. All investments, other than the investment pools, were Money Market Funds.

## Note 5 – Receivables

Receivable balances, net of allowance for uncollectibles, have been disaggregated by type and presented separately in the financial statements with the exception of due from governmental entities. Due from governmental entities, net of allowance for uncollectibles, as of year end for the District's individual major funds and non-major governmental funds in the aggregate were as follows:

| | General | Federal and State Grants | Other Capital Projects | Non-Major Governmental Funds |
|---|---|---|---|---|
| Due from other governmental entities: | | | | |
| Due from federal government | $ | $ 4,746,110 | $ | $ 1,918 |
| Due from state government | 9,466,186 | 92,530 | 1,759,547 | 428,413 |
| Due from other districts | | | | 3,384 |
| Net due from governmental entities | $ 9,466,186 | $ 4,838,640 | $ 1,759,547 | $ 433,715 |

## Note 6 – Leases Receivable

The District leases land and property under the provisions of contracts classified as leases. The related receivables under the lease agreements have been recorded at the present value of their future minimum lease payments as of the inception date. Lease revenue of $102,329 and related interest revenue of $3,923 are recorded as other local revenue in the General Fund. At June 30, 2025, the lease receivable balance reported in the General Fund was $1.9 million, with $1.8 million due greater than one year.

## Note 7 – Capital Assets

A summary of capital asset activity for the current fiscal year follows:

| Governmental Activities | Beginning Balance | Increase | Decrease | Ending Balance |
|---|---|---|---|---|
| Capital assets, not being depreciated: | | | | |
| Land | $ 12,166,997 | $ | $ | $ 12,166,997 |
| Construction in progress | 2,237,640 | 5,232,489 | 5,129,974 | 2,340,155 |
| Total capital assets, not being depreciated | 14,404,637 | 5,232,489 | 5,129,974 | 14,507,152 |
| Capital assets, being depreciated: | | | | |
| Land improvements | 30,333,456 | 954,055 | 707,404 | 30,580,107 |
| Buildings and improvements | 279,295,807 | 11,609,674 | 8,362,939 | 282,542,542 |
| Vehicles, furniture and equipment | 44,115,396 | 3,698,551 | 2,645,193 | 45,168,754 |
| Total capital assets being depreciated | 353,744,659 | 16,262,280 | 11,715,536 | 358,291,403 |
| Less accumulated depreciation for: | | | | |
| Land improvements | (19,118,195) | (1,293,229) | (652,530) | (19,758,894) |
| Buildings and improvements | (102,258,293) | (10,519,588) | (6,262,721) | (106,515,160) |
| Vehicles, furniture and equipment | (18,666,084) | (3,700,180) | (2,145,905) | (20,220,359) |
| Total accumulated depreciation | (140,042,572) | (15,512,997) | (9,061,156) | (146,494,413) |
| Total capital assets being depreciated, net | 213,702,087 | 749,283 | 2,654,380 | 211,796,990 |
| Governmental activities capital assets, net | $ 228,106,724 | $ 5,981,772 | $ 7,784,354 | $ 226,304,142 |

Depreciation expense was charged to governmental functions as follows:

| | |
|---|---|
| Instruction | $ 12,438,185 |
| Support services – students and staff | 130,787 |
| Support services – administration | 966,242 |
| Operation and maintenance of plant services | 384,739 |
| Student transportation services | 1,128,377 |
| Operation of non-instructional services | 464,667 |
| Total depreciation expense – governmental activities | $ 15,512,997 |

**Construction Commitments** – At year end, the District had contractual commitments related to various capital projects related to building and improvement projects. At year end, the District had spent $2.3 million on the projects and had estimated remaining contractual commitments of $2.4 million. These projects are being funded by the Arizona School Facilities Oversight Board and bond proceeds, along with CTED revenues.

## Note 8 – General Obligation Bonds Payable

Bonds payable at year end consisted of the following outstanding general obligation bonds. Of the total amount originally authorized, $84.0 million remains unissued. The bonds are both callable and noncallable with interest payable semiannually. Property taxes from the Debt Service Fund are used to pay bonded debt. The District's legal debt limit is $833.5 million and the available margin is $773.6 million.

| Purpose | Original Amount Issued | Interest Rates | Remaining Maturities | Outstanding Principal June 30, 2025 | Due Within One Year |
|---|---|---|---|---|---|
| **Governmental activities:** | | | | | |
| General obligation bonds: | | | | | |
| School Improvement Bonds, Project of 2007, Series D | $ 41,000,000 | 4.25-5.00% | 7/1/26-27 | $ 6,130,000 | $ 2,990,000 |
| School Improvement Bonds, Project of 2016, Series A | 14,300,000 | 3.50-5.00% | 7/1/29-36 | 4,670,000 | |
| Refunding Bonds, Series 2017 | 27,290,000 | 5.00% | 7/1/26-27 | 8,470,000 | 4,040,000 |
| School Improvement Bonds, Project of 2016, Series B | 13,370,000 | 4.00-5.00% | 7/1/29-37 | 9,410,000 | |
| Private placement bonds: | | | | | |
| School Improvement Bonds, Project of 2016, Series C | 14,500,000 | 2.32% | 7/1/28-36 | 10,600,000 | |
| Refunding Bonds, Series 2021 | 15,440,000 | 1.08% | 7/1/26-27 | 4,670,000 | 2,415,000 |
| School Improvement Bonds, Project of 2016, Series D | 14,500,000 | 3.45% | 7/1/28-37 | 14,500,000 | |
| Total | | | | $ 58,450,000 | $ 9,445,000 |

Annual debt service requirements to maturity on general obligation bonds at year end are summarized as follows:

| | Governmental Activities | | | |
|---|---|---|---|---|
| | General Obligation Bonds | | Private Placement Bonds | |
| Year ending June 30: | Principal | Interest | Principal | Interest |
| 2026 | $ 7,030,000 | $ 1,305,502 | $ 2,415,000 | $ 796,500 |
| 2027 | 7,570,000 | 954,002 | 2,255,000 | 770,418 |
| 2028 | | 584,876 | 10,225,000 | 746,064 |
| 2029 | 1,080,000 | 584,876 | 1,725,000 | 413,660 |
| 2030 | 1,320,000 | 534,326 | 1,575,000 | 367,720 |
| 2031-35 | 8,315,000 | 1,695,516 | 7,750,000 | 1,219,790 |
| 2036-37 | 3,365,000 | 185,500 | 3,825,000 | 200,864 |
| Total | $ 28,680,000 | $ 5,844,598 | $ 29,770,000 | $ 4,515,016 |

## Note 9 – Changes in Long-Term Liabilities

Long-term liability activity for the current fiscal year was as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance | Due Within One Year |
|---|---|---|---|---|---|
| **Governmental activities:** | | | | | |
| Bonds payable: | | | | | |
| General obligation bonds | $ 35,495,000 | $ | $ 6,815,000 | $ 28,680,000 | $ 7,030,000 |
| Private placement bonds | 32,035,000 | | 2,265,000 | 29,770,000 | 2,415,000 |
| Premium | 3,027,594 | | 688,760 | 2,338,834 | |
| Total bonds payable | 70,557,594 | | 9,768,760 | 60,788,834 | 9,445,000 |
| Net pension liability | 99,837,897 | 6,988,152 | | 106,826,049 | |
| Compensated absences payable | 3,088,045 | 2,052,885 | | 5,140,930 | 2,186,100 |
| Total long-term liabilities | $ 173,483,536 | $ 9,041,037 | $ 9,768,760 | $ 172,755,813 | $ 11,631,100 |

## Note 10 – Interfund Receivables, Payables, and Transfers

At year end, interfund balances were as follows:

**Due to/from other funds** – At year end, the Federal and State Grants Fund had a negative cash balance of $3.0 million, in the Treasurer's pooled cash accounts. Negative cash on deposit with the County Treasurer was reduced by interfund borrowing with the General Fund. All interfund balances are expected to be paid within one year.

**Interfund transfers** – Transfers between funds were used to (1) move investment income of $292,898 earned in the Bond Building Fund, a non-major governmental fund, that is required by statute to be expended in the Debt Service Fund, and (2) to move federal grant funds of $364,400 restricted for indirect costs.

## Note 11 – Contingent Liabilities

**Compliance** – The District has received a notice from the Office of the Auditor General that indicated the District had failed to substantially comply with the Uniform System of Financial Records (USFR), the manual which outlines State mandated internal control policies and procedures. According to A.R.S. §15-271, the District has 90 days to implement procedures to correct the deficiencies. The District is currently awaiting the status review report from the Office of the Auditor General. If the Auditor General's review results in a noncompliance status, the State Board of Education may withhold a portion of the District's monthly state aid distribution, until such time as the District is found to be in compliance. Upon reaching a substantial compliance status, the State Board of Education will distribute all funds previously withheld. However, it is management's opinion that the District will be found in compliance upon the next status review.

## Note 11 – Contingent Liabilities

In addition, amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures/expenses that may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

**Lawsuits** – The District is a party to a number of various types of lawsuits, many of which normally occur in governmental operations. The ultimate outcome of the actions is not determinable, however, District management believes that the outcome of these proceedings, either individually or in the aggregate, will not have a materially adverse effect on the accompanying financial statements.

**Arbitrage** – Under the Tax Reform Act of 1986, interest earned on the debt proceeds in excess of interest expense or expenditure prior to the disbursement of the proceeds must be rebated to the Internal Revenue Service (IRS). Management believes there is no tax arbitrage rebate liability at year end.

## Note 12 – Restatements of Beginning Balances

**Correction of an Error** – In the current fiscal year, a correction was made for the reclassification of expenditures as investments and related activity for the establishment of a self-insurance program. The change is reflected on the Statement of Activities, and the Proprietary Funds Statement of Revenues, Expenses, and Changes in Fund Net Position.

**Change within the Financial Reporting Entity** – The Classroom Site and Other Capital Projects Funds were previously reported as non-major governmental funds as they did not meet the criteria to be reported as a major fund. However, current year activity and/or balances for the Classroom Site and Other Capital Projects Funds met the criteria to be reported as major funds. In addition, the District established a self-insurance program and reclassified the balances and activity from the General Fund to the Self-Insurance Internal Service Fund.

## Note 12 – Restatements of Beginning Balances

The effect of the matter noted above resulted in adjustments to and restatements of beginning net position, fund net position, and fund balance, as follows:

| | June 30, 2024, As Previously Reported | Change within the Financial Reporting Entity | Correction of an Error | June 30, 2024, As Restated |
|---|---|---|---|---|
| **Government-Wide** | | | | |
| Governmental activities | $ 138,954,464 | $ | $ 6,057,278 | $ 145,011,742 |
| **Governmental Funds** | | | | |
| Major Funds: | | | | |
| General Fund | 33,056,617 | (2,675,559) | | 30,381,058 |
| Classroom Site Fund | | 7,571,886 | | 7,571,886 |
| Federal State Grants Fund | (21,576,373) | | | (21,576,373) |
| Debt Service Fund | 13,279,650 | | | 13,279,650 |
| Other Capital Projects Fund | | 386,543 | | 386,543 |
| Non-Major Governmental Funds | 28,108,659 | (7,958,429) | | 20,150,230 |
| **Proprietary Funds** | | | | |
| Internal Service Funds | 481,831 | 2,675,559 | 6,057,278 | 9,214,668 |
| Total Funds | $ 53,350,384 | $ | $ 6,057,278 | $ 59,407,662 |

## Note 13 – Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The District was unable to obtain general property and liability insurance at a cost it considered to be economically justifiable. Therefore, the District joined the Arizona School Risk Retention Trust, Inc. (ASRRT). ASRRT is a public entity risk pool currently operating as a common risk management and insurance program for school districts and community colleges in the State. The District pays an annual premium to ASRRT for its general insurance coverage. The agreement provides that ASRRT will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of specified amounts.

The District joined the Arizona School Alliance for Workers' Compensation, Inc. (Alliance) together with other school districts in the state for risks of loss related to workers' compensation claims. The Alliance is a public entity risk pool currently operating as a common risk management and insurance program for school districts in the State. The District pays premiums to the Alliance for its employee workers' compensation coverage. The agreement provides that the Alliance will be self-sustaining through members' premiums and will reinsure through commercial companies for claims in excess of specified amounts for each insured event.

## Note 13 – Risk Management

The District established a self-insured health care program through the Kairos Health Arizona, Inc. program. Kairos Health is a public employee benefit pool formed under Arizona Revised Statute 11-952.01. The District pays claims and other costs from the Self-Insurance Internal Service Fund for its employees' health insurance coverage. All claims handling procedures are performed by a third-party claims administrator. The District has reinsurance that limits exposure of any single claim to $300,000.

Liabilities of the self-insurance activities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors.

The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from salvage or subrogation, are another component of the claims liability estimate. Changes in the balances of claims liabilities during the past fiscal year is as follows:

| | Claims Payable at Beginning of Year | Current Year Claims and Changes in Estimates | Claim Payments | Claims Payable at End of Year |
|---|---|---|---|---|
| Health and Welfare | | | | |
| 2024-25 | $ | $ 8,963,973 | $ 7,547,507 | $ 1,416,466 |

## Note 14 – Pensions

**Plan Description.** District employees participate in the Arizona State Retirement System (ASRS). The ASRS administers a cost-sharing multiple-employer defined benefit pension plan, a cost-sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plan, and a cost-sharing multiple-employer defined benefit long-term disability (OPEB) plan. The Arizona State Retirement System Board governs the ASRS according to the provisions of A.R.S. Title 38, Chapter 5, Articles 2 and 2.1. ASRS is a component unit of the State of Arizona. The ASRS issues a publicly available financial report that includes its financial statements and required supplementary information. The report is available on the ASRS website at www.azasrs.gov.

**Aggregate Amounts**. At June 30, 2025, the District reported the following aggregate amounts related to pensions and OPEB for all plans to which it contributes:

| | Pension | OPEB | Total |
|---|---|---|---|
| Net assets | $ | $ 3,956,366 | $ 3,956,366 |
| Net liability | 106,826,049 | | 106,826,049 |
| Deferred outflows of resources | 22,414,208 | 209,818 | 22,624,026 |
| Deferred inflows of resources | 8,166,559 | 1,370,262 | 9,536,821 |
| Expense | 9,717,783 | (577,022) | 9,140,761 |
| Contributions | 11,027,955 | 64,063 | 11,092,018 |

The ASRS OPEB plans are not further disclosed because of their relative insignificance to the District's financial statements.

**Benefits Provided.** The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefit terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and service credit as follows:

| | Retirement Initial Membership Date: | |
|---|---|---|
| | Before July 1, 2011 | On or After July 1, 2011 |
| Years of service and age required to receive benefit | Sum of years and age equals 80<br>10 years, age 62<br>5 years, age 50*<br>Any years, age 65 | 30 years, age 55<br>25 years, age 60<br>10 years, age 62<br>5 years, age 50*<br>Any years, age 65 |
| Final average salary is based on | Highest 36 months of last 120 months | Highest 60 months of last 120 months |
| Benefit percent per year of service | 2.1% to 2.3% | 2.1% to 2.3% |

*With actuarially reduced benefits

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earnings. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a member's death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the member's account balance that includes the member's contributions and employer's contributions, plus interest earned.

## Note 14 – Pensions

**Contributions.** In accordance with state statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the current fiscal year, active ASRS members were required by statute to contribute at the actuarially determined rate of 12.27 percent (12.12 percent for retirement and 0.15 percent for long-term disability) of the members' annual covered payroll, and the District was required by statute to contribute at the actuarially determined rate of 12.27 percent (12.05 percent for retirement, 0.07 percent for health insurance premium benefit, and 0.15 percent for long-term disability) of the active members' annual covered payroll. The District's contributions to the pension plan for the year ended June 30, 2025 were $11.0 million.

Employers are also required to pay an Alternate Contribution Rate (ACR), for retired members who return to work in positions that would typically be filled by an employee who contributes to ASRS. The District was required by statute to contribute at the actuarially determined rate of 10.19 percent (10.14 for retirement and 0.05 percent for long-term disability). ACR contributions are included in employer contributions presented above.

The District's pension plan contributions are paid by the same funds as the employee's salary, with the largest component coming from the General Fund.

**Pension Liability.** The net pension liability was measured as of June 30, 2024. The total liability used to calculate the net liability was determined using update procedures to roll forward the total liability from an actuarial valuation as of June 30, 2023, to the measurement date of June 30, 2024. The District's proportion of the net liability was based on the District's actual contributions to the applicable plan relative to the total of all participating employers' contributions to the plan for the year ended June 30, 2024.

At June 30, 2024, the District reported the following amounts for its proportionate share of the pension plan net liability. In addition, at June 30, 2024, the District's percentage proportion for the plan and the related change from its proportion measured as of June 30, 2023 was:

| Net Liability | District % Proportion | Increase (Decrease) |
|---|---|---|
| $ 106,826,049 | 0.668 | 0.051 |

**Pension Expense and Deferred Outflows/Inflows of Resources.** The District has deferred outflows and inflows of resources related to the net pension liability. Certain changes in the net pension liability are recognized as pension expense over a period of time rather than the year of occurrence. The District's pension expense for the year ended June 30, 2025 was $9.7 million.

## Note 14 – Pensions

The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ 5,962,930 | $ |
| Net difference between projected and actual earnings on pension investments | | 6,822,012 |
| Changes in proportion and differences between contributions and proportionate share of contributions | 5,423,323 | 1,344,547 |
| Contributions subsequent to the measurement date | 11,027,955 | |
| Total | $ 22,414,208 | $ 8,166,559 |

The amounts of deferred outflows of resources resulting from contributions subsequent to the measurement date as reported in the table above will be recognized as an adjustment of the net pension liability in the year ended June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ending June 30: | |
|---|---|
| 2026 | $ (1,596,112) |
| 2027 | 7,794,602 |
| 2028 | (1,726,876) |
| 2029 | (1,251,920) |

**Actuarial Assumptions.** The significant actuarial assumptions used to measure the total pension liability are as follows:

| | |
|---|---|
| Actuarial valuation date | June 30, 2023 |
| Actuarial roll forward date | June 30, 2024 |
| Actuarial cost method | Entry age normal |
| Investment rate of return | 7.0% |
| Inflation | 2.3% |
| Projected salary increases | 2.9-8.4% |
| Permanent base increases | Included |
| Mortality rates | 2017 SRA Scale U-MP |

**Note 14 – Pensions**

The actuarial assumptions used in the June 30, 2023, valuation were based on the results of an actuarial experience study for the five-year period ended June 30, 2020. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2020, actuarial valuation.

The long-term expected rate of return on ASRS plan investments was determined to be 7.0 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, excluding any expected inflation.

The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

| Asset Class | Target Allocation | Long-Term Expected Geometric Real Rate of Return |
|---|---|---|
| Public equity | 44% | 4.48% |
| Credit | 23% | 4.40 |
| Interest rate sensitive | 6% | (0.45) |
| Private equity | 10% | 6.11 |
| Real estate | 17% | 6.05 |
| Total | 100% | |

**Discount Rate.** The discount rate used to measure the total pension liability was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments was applied to all periods of projected benefit payments to determine the total pension liability.

## Note 14 – Pensions

**Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate.** The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

| | 1% Decrease | Current Discount Rate | 1% Increase |
|---|---|---|---|
| Rate | 6.0% | 7.0% | 8.0% |
| Net liability | $ 163,572,525 | $ 106,826,049 | $ 59,532,816 |

**Pension Plan Fiduciary Net Position.** Detailed information about the pension plan's fiduciary net position is available in the separately issued ASRS financial report. The report is available on the ASRS website at www.azasrs.gov.

## Note 15 – Subsequent Event

On January 13, 2026, the District's Governing Board approved the closure of the following school sites beginning school year 2026-27: Copper Creek Elementary School, Donaldson Elementary School, Holaway Elementary School, and Nash Elementary School.

On February 6, 2026, the District issued a $1.3 million school building lease for fiscal year 2026-27, with proceeds to be deposited in the General Fund. The lease agreement offers the tenant the option to renew the lease term for four consecutive one year periods with the base rent increasing 3% each year.

**Required Supplementary Information**

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**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**General**
**For the Year Ended June 30, 2025**

| | Budget | | Non-GAAP | Variance with |
|---|---|---|---|---|
| | Original | Final | Actual | Final Budget |
| **Revenues** | | | | |
| Other local | $ | $ | $ 727,812 | $ 727,812 |
| Property taxes | | | 62,394,398 | 62,394,398 |
| State aid and grants | | | 39,977,902 | 39,977,902 |
| **Total revenues** | | | 103,100,112 | 103,100,112 |
| **Expenditures** | | | | |
| Current: | | | | |
| Instruction | 57,574,283 | 53,023,090 | 53,289,661 | (266,571) |
| Support services - students and staff | 14,370,909 | 17,135,570 | 16,863,709 | 271,861 |
| Support services - administration | 13,603,562 | 14,415,728 | 14,533,444 | (117,716) |
| Operation and maintenance of plant services | 22,060,137 | 21,164,677 | 16,848,110 | 4,316,567 |
| Student transportation services | 8,387,570 | 6,671,202 | 7,853,967 | (1,182,765) |
| Operation of non-instructional services | 576,181 | 656,174 | 490,414 | 165,760 |
| **Total expenditures** | 116,572,642 | 113,066,441 | 109,879,305 | 3,187,136 |
| **Changes in fund balances** | (116,572,642) | (113,066,441) | (6,779,193) | 106,287,248 |
| **Fund balances, beginning of year** | | | 8,202,268 | 8,202,268 |
| **Fund balances, end of year** | $ (116,572,642) | $ (113,066,441) | $ 1,423,075 | $ 114,489,516 |



**See accompanying notes to this schedule.**

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Classroom Site**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 154,147 | $ 154,147 |
| State aid and grants | | 11,206,489 | 11,206,489 |
| **Total revenues** | | 11,360,636 | 11,360,636 |
| **Expenditures** | | | |
| Current: | | | |
| Instruction | 12,616,896 | 9,017,317 | 3,599,579 |
| Support services - students and staff | 498,380 | 1,615,803 | (1,117,423) |
| **Total expenditures** | 13,115,276 | 10,633,120 | 2,482,156 |
| **Changes in fund balances** | (13,115,276) | 727,516 | 13,842,792 |
| **Fund balances, beginning of year** | | 7,571,886 | 7,571,886 |
| **Fund balances, end of year** | $ (13,115,276) | $ 8,299,402 | $ 21,414,678 |



**See accompanying notes to this schedule.**

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Federal and State Grants**
**For the Year Ended June 30, 2025**

| | Budget | | | Variance with |
|---|---|---|---|---|
| | Original | Final | Actual | Final Budget |
| **Revenues** | | | | |
| State aid and grants | $ | $ | $ 1,407,760 | $ 1,407,760 |
| Federal aid, grants and reimbursements | | | 30,840,881 | 30,840,881 |
| **Total revenues** | | | 32,248,641 | 32,248,641 |
| **Expenditures** | | | | |
| Current: | | | | |
| Instruction | 7,170,118 | 7,432,000 | 6,156,305 | 1,275,695 |
| Support services - students and staff | 4,209,427 | 4,363,172 | 3,614,238 | 748,934 |
| Support services - administration | 258,131 | 267,559 | 221,633 | 45,926 |
| Operation and maintenance of plant services | 165,956 | 172,018 | 142,491 | 29,527 |
| Student transportation services | 47,538 | 49,274 | 40,816 | 8,458 |
| Capital outlay | 1,569,760 | 1,627,094 | 1,347,805 | 279,289 |
| **Total expenditures** | 13,420,930 | 13,911,117 | 11,523,288 | 2,387,829 |
| **Excess (deficiency) of revenues over expenditures** | (13,420,930) | (13,911,117) | 20,725,353 | 34,636,470 |
| **Other financing sources (uses)** | | | | |
| Transfers out | | | (364,400) | (364,400) |
| **Total other financing sources (uses)** | | | (364,400) | (364,400) |
| **Changes in fund balances** | (13,420,930) | (13,911,117) | 20,360,953 | 34,272,070 |
| **Fund balances, beginning of year** | | | (21,576,373) | (21,576,373) |
| **Fund balances, end of year** | $ (13,420,930) | $ (13,911,117) | $ (1,215,420) | $ 12,695,697 |



**See accompanying notes to this schedule.**

**Amphitheater Unified School District No. 10**
**Schedule of the Proportionate Share of the Net Pension Liability**
**Arizona State Retirement System**
**Last Ten Fiscal Years**

| | 2025 | 2024 | 2023 | 2022 |
|---|---|---|---|---|
| Measurement date | June 30, 2024 | June 30, 2023 | June 30, 2022 | June 30, 2021 |
| District's proportion of the net pension (assets) liability | 0.67% | 0.62% | 0.65% | 0.65% |
| District's proportionate share of the net pension (assets) liability | $ 106,826,049 | $ 99,837,897 | $ 105,562,332 | $ 85,976,057 |
| District's covered payroll | $ 88,257,116 | $ 85,559,371 | $ 77,216,778 | $ 73,461,888 |
| District's proportionate share of the net pension (assets) liability as a percentage of its covered payroll | 121.04% | 116.69% | 136.71% | 117.03% |
| Plan fiduciary net position as a percentage of the total pension liability | 76.93% | 75.47% | 74.26% | 78.58% |

**Schedule of Pension Contributions**
**Arizona State Retirement System**
**Last Ten Fiscal Years**

| | 2025 | 2024 | 2023 | 2022 |
|---|---|---|---|---|
| Actuarially determined contribution | $ 11,027,955 | $ 10,617,331 | $ 10,198,677 | $ 9,273,735 |
| Contributions in relation to the actuarially determined contribution | 11,027,955 | 10,617,331 | 10,198,677 | 9,273,735 |
| Contribution deficiency (excess) | $ | $ | $ | $ |
| District's covered payroll | $ 91,518,299 | $ 88,257,116 | $ 85,559,371 | $ 77,216,778 |
| Contributions as a percentage of covered payroll | 12.05% | 12.03% | 11.92% | 12.01% |



**See accompanying notes to this schedule.**

| 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| June 30, 2020 | June 30, 2019 | June 30, 2018 | June 30, 2017 | June 30, 2016 | June 30, 2015 |
| 0.67% | 0.67% | 0.68% | 0.69% | 0.69% | 0.73% |
| $ 115,366,901 | $ 97,812,921 | $ 94,402,334 | $ 107,387,293 | $ 111,732,876 | $ 113,705,493 |
| $ 72,636,314 | $ 68,703,694 | $ 67,324,422 | $ 67,330,519 | $ 64,789,198 | $ 67,115,060 |
| 158.83% | 142.37% | 140.22% | 159.49% | 172.46% | 169.42% |
| 69.33% | 73.24% | 73.40% | 69.92% | 67.06% | 68.35% |

| 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| $ 8,558,310 | $ 8,316,858 | $ 7,681,073 | $ 7,338,362 | $ 7,258,230 | $ 7,029,628 |
| 8,558,310 | 8,316,858 | 7,681,073 | 7,338,362 | 7,258,230 | 7,029,628 |
| $ | $ | $ | $ | $ | $ |
| $ 73,461,888 | $ 72,636,314 | $ 68,703,694 | $ 67,324,422 | $ 67,330,519 | $ 64,789,198 |
| 11.65% | 11.45% | 11.18% | 10.90% | 10.78% | 10.85% |

**Amphitheater Unified School District No. 10**
**Notes to Required Supplementary Information**
**June 30, 2025**

## Note 1 – Budgetary Basis of Accounting

The District's budget is prepared on a basis consistent with accounting principles generally accepted in the United States of America, except for the following items.

- Prepaid items are budgeted in the year prepaid.
- Employee insurance expenditures are budgeted in the year the employee insurance account is funded.

Additionally, the General Fund includes the Maintenance and Operations Fund and other funds that do not meet the criteria for separate reporting in the financial statements. Arizona Revised Statutes requires the Maintenance and Operations Fund budget, and therefore these other funds must be subtracted to present only the activity of the Maintenance and Operations Fund.

The following schedule reconciles expenditures and fund balances at the end of year:

| | Total Expenditures | Fund Balances End of Year |
|---|---|---|
| Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds | $ 126,293,478 | $ 18,367,709 |
| Other funds presented in the General Fund | (13,995,715) | (16,939,214) |
| Prior-year prepaid items | (2,413,054) | |
| Employee insurance account | (5,404) | (5,420) |
| Schedule of Revenue, Expenditures and Changes in Fund Balances – Budget and Actual - General Fund | $ 109,879,305 | $ 1,423,075 |

## Note 2 – Pension Plan Schedules

**Actuarial Assumptions for Valuations Performed.** The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated, which is the most recent actuarial valuation. The actuarial assumptions used are disclosed in the notes to the financial statements.

**Factors that Affect Trends.** The actuarial assumptions used in the June 30, 2023, valuation were based on the results of an actuarial experience study for the five-year period ended June 30, 2020. The purpose of the experience study was to review actual experience in relation to the actuarial assumptions in effect. The ASRS Board adopted the experience study recommended changes which were applied to the June 30, 2020, actuarial valuation.

**Combining and Individual Fund**
**Financial Statements and Schedules**

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**Governmental Funds**

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## Non-Major Governmental Funds

### Special Revenue Funds

**Instructional Improvement** – to account for the activity of monies received from gaming revenue.

**Food Service** – to account for the financial activity of school activities that have as their purpose the preparation and serving of regular and incidental meals and snacks in connection with school functions.

**Other Special Revenue Funds** – to account for the revenues and expenditures of other special revenue activities, including the following: civic center, community school, extracurricular activities fees tax credit, gifts and donations, career technical education, fingerprinting, textbooks, insurance refund, student activities, and intergovernmental agreements.

### Capital Projects Funds

**Adjacent Ways** – to account for monies received to finance improvements of public ways adjacent to school property.

**Bond Building** – to account for proceeds from District bond issues that are expended on the acquisition or lease of sites; construction or renovation of school buildings; supplying school buildings with furniture, equipment, and technology; improving school grounds; or purchasing pupil transportation vehicles.

**Amphitheater Unified School District No. 10**
**Combining Balance Sheet**
**Non-Major Governmental Funds**
**June 30, 2025**

| | Special Revenue Funds | | |
|---|---|---|---|
| | Instructional Improvement | Food Service | Other Special Revenue |
| **Assets** | | | |
| Cash and investments | $ 1,196,787 | $ 4,398,646 | $ 5,646,577 |
| Property taxes receivable | | | |
| Accounts receivable | | | 297,975 |
| Due from governmental entities | 428,413 | 1,918 | 3,384 |
| **Total assets** | $ 1,625,200 | $ 4,400,564 | $ 5,947,936 |
| **Liabilities** | | | |
| Accounts payable | $ | $ 54,413 | $ 82,014 |
| Accrued payroll and employee benefits | 26,017 | | 107,340 |
| **Total liabilities** | 26,017 | 54,413 | 189,354 |
| **Deferred inflows of resources** | | | |
| Unavailable revenues - property taxes | | | |
| **Total deferred inflows of resources** | | | |
| **Fund balances** | | | |
| Restricted | 1,599,183 | 4,346,151 | 5,758,582 |
| **Total fund balances** | 1,599,183 | 4,346,151 | 5,758,582 |
| **Total liabilities, deferred inflows of resources and fund balances** | $ 1,625,200 | $ 4,400,564 | $ 5,947,936 |

| Capital Projects Funds | | Total Non-Major Governmental Funds |
|---|---|---|
| Adjacent Ways | Bond Building | |
| $ 883,734 | $ 2,479,539 | $ 14,605,283 |
| 7,117 | | 7,117 |
| | | 297,975 |
| | | 433,715 |
| $ 890,851 | $ 2,479,539 | $ 15,344,090 |
| $ 26,996 | $ 348,154 | $ 511,577 |
| | | 133,357 |
| 26,996 | 348,154 | 644,934 |
| 4,820 | | 4,820 |
| 4,820 | | 4,820 |
| 859,035 | 2,131,385 | 14,694,336 |
| 859,035 | 2,131,385 | 14,694,336 |
| $ 890,851 | $ 2,479,539 | $ 15,344,090 |

**Amphitheater Unified School District No. 10**
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**
**Non-Major Governmental Funds**
**For the Year Ended June 30, 2025**

| | Special Revenue Funds | | | |
|---|---|---|---|---|
| | Classroom Site | Instructional Improvement | Food Service | Other Special Revenue |
| **Revenues** | | | | |
| Other local | $ | $ 52,316 | $ 1,296,910 | $ 8,507,810 |
| Property taxes | | | | |
| State aid and grants | | 898,793 | 6,653 | |
| Federal aid, grants and reimbursements | | | 5,896,147 | |
| **Total revenues** | | 951,109 | 7,199,710 | 8,507,810 |
| **Expenditures** | | | | |
| Current: | | | | |
| Instruction | | 203,355 | | 1,403,598 |
| Support services - students and staff | | 301,658 | | 1,317,373 |
| Support services - administration | | | | 151,150 |
| Operation and maintenance of plant services | | | 163,308 | 107,644 |
| Student transportation services | | | | 303,457 |
| Operation of non-instructional services | | | 6,073,383 | 4,303,240 |
| Capital outlay | | | 221,489 | 1,364,627 |
| **Total expenditures** | | 505,013 | 6,458,180 | 8,951,089 |
| **Excess (deficiency) of revenues over expenditures** | | 446,096 | 741,530 | (443,279) |
| **Other financing sources (uses)** | | | | |
| Transfers out | | | | |
| **Total other financing sources (uses)** | | | | |
| **Changes in fund balances** | | 446,096 | 741,530 | (443,279) |
| **Fund balances, beginning of year, previously reported** | 7,571,886 | 1,153,087 | 3,604,621 | 6,201,861 |
| Adjustments to beginning fund balances | (7,571,886) | | | |
| **Fund balances, beginning of year, as restated** | | 1,153,087 | 3,604,621 | 6,201,861 |
| **Fund balances, end of year** | $ | $ 1,599,183 | $ 4,346,151 | $ 5,758,582 |

| Capital Projects Funds | | | |
|---|---|---|---|
| Adjacent Ways | Bond Building | Other Capital Projects | Total Non-Major Governmental Funds |
| $ 9,740 | $ 294,521 | $ | $ 10,161,297 |
| 448,462 | | | 448,462 |
| | | | 905,446 |
| | | | 5,896,147 |
| 458,202 | 294,521 | | 17,411,352 |
| | | | 1,606,953 |
| | | | 1,619,031 |
| | | | 151,150 |
| | | | 270,952 |
| | | | 303,457 |
| | | | 10,376,623 |
| 80,312 | 6,579,754 | | 8,246,182 |
| 80,312 | 6,579,754 | | 22,574,348 |
| 377,890 | (6,285,233) | | (5,162,996) |
| | (292,898) | | (292,898) |
| | (292,898) | | (292,898) |
| 377,890 | (6,578,131) | | (5,455,894) |
| 481,145 | 8,709,516 | 386,543 | 28,108,659 |
| | | (386,543) | (7,958,429) |
| 481,145 | 8,709,516 | | 20,150,230 |
| $ 859,035 | $ 2,131,385 | $ | $ 14,694,336 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Instructional Improvement**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 52,316 | $ 52,316 |
| State aid and grants | | 898,793 | 898,793 |
| **Total revenues** | | 951,109 | 951,109 |
| **Expenditures** | | | |
| Current: | | | |
| Instruction | 376,468 | 203,355 | 173,113 |
| Support services - students and staff | 558,456 | 301,658 | 256,798 |
| **Total expenditures** | 934,924 | 505,013 | 429,911 |
| **Changes in fund balances** | (934,924) | 446,096 | 1,381,020 |
| **Fund balances, beginning of year** | | 1,153,087 | 1,153,087 |
| **Fund balances, end of year** | $ (934,924) | $ 1,599,183 | $ 2,534,107 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Food Service**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 1,296,910 | $ 1,296,910 |
| State aid and grants | | 6,653 | 6,653 |
| Federal aid, grants and reimbursements | | 5,896,147 | 5,896,147 |
| **Total revenues** | | 7,199,710 | 7,199,710 |
| **Expenditures** | | | |
| Current: | | | |
| Operation and maintenance of plant services | 151,722 | 163,308 | (11,586) |
| Operation of non-instructional services | 5,642,503 | 6,073,383 | (430,880) |
| Capital outlay | 205,775 | 221,489 | (15,714) |
| **Total expenditures** | 6,000,000 | 6,458,180 | (458,180) |
| **Changes in fund balances** | (6,000,000) | 741,530 | 6,741,530 |
| **Fund balances, beginning of year** | | 3,604,621 | 3,604,621 |
| **Fund balances, end of year** | $ (6,000,000) | $ 4,346,151 | $ 10,346,151 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Other Special Revenue**
**For the Year Ended June 30, 2025**

| | Budget | | | Variance with |
|---|---|---|---|---|
| | Original | Final | Actual | Final Budget |
| **Revenues** | | | | |
| Other local | $ | $ | $ 8,507,810 | $ 8,507,810 |
| **Total revenues** | | | 8,507,810 | 8,507,810 |
| **Expenditures** | | | | |
| Current: | | | | |
| Instruction | 2,020,746 | 2,162,237 | 1,403,598 | 758,639 |
| Support services - students and staff | 1,896,609 | 2,029,408 | 1,317,373 | 712,035 |
| Support services - administration | 217,609 | 232,846 | 151,150 | 81,696 |
| Operation and maintenance of plant services | 154,974 | 165,825 | 107,644 | 58,181 |
| Student transportation services | 436,884 | 467,474 | 303,457 | 164,017 |
| Operation of non-instructional services | 6,195,332 | 6,629,125 | 4,303,240 | 2,325,885 |
| Capital outlay | 1,964,640 | 2,102,203 | 1,364,627 | 737,576 |
| **Total expenditures** | 12,886,794 | 13,789,118 | 8,951,089 | 4,838,029 |
| **Changes in fund balances** | (12,886,794) | (13,789,118) | (443,279) | 13,345,839 |
| **Fund balances, beginning of year** | | | 6,201,861 | 6,201,861 |
| **Fund balances, end of year** | $ (12,886,794) | $ (13,789,118) | $ 5,758,582 | $ 19,547,700 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Debt Service**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 684,315 | $ 684,315 |
| Property taxes | | 13,477,937 | 13,477,937 |
| **Total revenues** | | 14,162,252 | 14,162,252 |
| **Expenditures** | | | |
| Debt service: | | | |
| Principal retirement | 9,080,000 | 9,080,000 | |
| Interest and fiscal charges | 6,920,000 | 2,475,162 | 4,444,838 |
| **Total expenditures** | 16,000,000 | 11,555,162 | 4,444,838 |
| **Excess (deficiency) of revenues over expenditures** | (16,000,000) | 2,607,090 | 18,607,090 |
| **Other financing sources (uses)** | | | |
| Transfers in | | 292,898 | 292,898 |
| **Total other financing sources (uses)** | | 292,898 | 292,898 |
| **Changes in fund balances** | (16,000,000) | 2,899,988 | 18,899,988 |
| **Fund balances, beginning of year** | | 13,279,650 | 13,279,650 |
| **Fund balances, end of year** | $ (16,000,000) | $ 16,179,638 | $ 32,179,638 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Adjacent Ways**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 9,740 | $ 9,740 |
| Property taxes | | 448,462 | 448,462 |
| **Total revenues** | | 458,202 | 458,202 |
| **Expenditures** | | | |
| Capital outlay | 901,032 | 80,312 | 820,720 |
| **Total expenditures** | 901,032 | 80,312 | 820,720 |
| **Changes in fund balances** | (901,032) | 377,890 | 1,278,922 |
| **Fund balances, beginning of year** | | 481,145 | 481,145 |
| **Fund balances, end of year** | $ (901,032) | $ 859,035 | $ 1,760,067 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Bond Building**
**For the Year Ended June 30, 2025**

| | Budget | | |
|---|---|---|---|
| | Original and Final | Actual | Variance with Final Budget |
| **Revenues** | | | |
| Other local | $ | $ 294,521 | $ 294,521 |
| **Total revenues** | | 294,521 | 294,521 |
| **Expenditures** | | | |
| Capital outlay | 11,120,578 | 6,579,754 | 4,540,824 |
| **Total expenditures** | 11,120,578 | 6,579,754 | 4,540,824 |
| **Excess (deficiency) of revenues over expenditures** | (11,120,578) | (6,285,233) | 4,835,345 |
| **Other financing sources (uses)** | | | |
| Transfers out | | (292,898) | (292,898) |
| **Total other financing sources (uses)** | | (292,898) | (292,898) |
| **Changes in fund balances** | (11,120,578) | (6,578,131) | 4,542,447 |
| **Fund balances, beginning of year** | | 8,709,516 | 8,709,516 |
| **Fund balances, end of year** | $ (11,120,578) | $ 2,131,385 | $ 13,251,963 |

**Amphitheater Unified School District No. 10**
**Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual**
**Other Capital Projects**
**For the Year Ended June 30, 2025**

| | Budget | | | Variance with |
|---|---|---|---|---|
| | Original | Final | Actual | Final Budget |
| **Revenues** | | | | |
| Other local | $ | $ | $ 21,963 | $ 21,963 |
| State aid and grants | | | 6,591,612 | 6,591,612 |
| **Total revenues** | | | 6,613,575 | 6,613,575 |
| **Expenditures** | | | | |
| Capital outlay | 7,444,668 | 7,454,865 | 6,864,893 | 589,972 |
| **Total expenditures** | 7,444,668 | 7,454,865 | 6,864,893 | 589,972 |
| **Changes in fund balances** | (7,444,668) | (7,454,865) | (251,318) | 7,203,547 |
| **Fund balances, beginning of year** | | | 386,543 | 386,543 |
| **Fund balances, end of year** | $ (7,444,668) | $ (7,454,865) | $ 135,225 | $ 7,590,090 |

**Internal Service Funds**

**Print Shop** - to account for charges to other departments for printing and copying services.

**Technology** - to account for charges to other departments for technology-related goods and services.

**Self-Insurance** – to account for the financial activity associated with the District's self-insurance program for employee health and welfare benefits.

**Amphitheater Unified School District No. 10**
**Combining Statement of Net Position**
**Internal Service Funds**
**June 30, 2025**

| | Print Shop | Technology | Self-Insurance | Total Internal Service Funds |
|---|---|---|---|---|
| **Assets** | | | | |
| Current assets: | | | | |
| Cash and investments | $ 182,269 | $ 161,163 | $ 9,364,850 | $ 9,708,282 |
| Accounts receivable | | | 517,904 | 517,904 |
| Total current assets | 182,269 | 161,163 | 9,882,754 | 10,226,186 |
| Noncurrent assets: | | | | |
| Capital assets, net accumulated depreciation | 116,311 | | | 116,311 |
| Total noncurrent assets | 116,311 | | | 116,311 |
| **Total assets** | 298,580 | 161,163 | 9,882,754 | 10,342,497 |
| **Liabilities** | | | | |
| Current liabilities: | | | | |
| Accounts payable | | | 5,552 | 5,552 |
| Claims payable | | | 1,416,466 | 1,416,466 |
| Total current liabilities | | | 1,422,018 | 1,422,018 |
| **Total liabilities** | | | 1,422,018 | 1,422,018 |
| **Net position** | | | | |
| Investment in capital assets | 116,311 | | | 116,311 |
| Unrestricted | 182,269 | 161,163 | 8,460,736 | 8,804,168 |
| **Total net position** | $ 298,580 | $ 161,163 | $ 8,460,736 | $ 8,920,479 |

**Amphitheater Unified School District No. 10**
**Combining Statement of Revenues, Expenses, and Changes in Fund Net Position**
**Internal Service Funds**
**For the Year Ended June 30, 2025**

| | Print Shop | Technology | Self-Insurance | Total Internal Service Funds |
|---|---|---|---|---|
| **Operating revenues** | | | | |
| Charges for services | $ 391,792 | $ 11,466 | $ | $ 403,258 |
| Contributions | | | 9,151,557 | 9,151,557 |
| **Total operating revenues** | 391,792 | 11,466 | 9,151,557 | 9,554,815 |
| **Operating expenses** | | | | |
| Claims | | | 8,963,973 | 8,963,973 |
| Cost of services | 413,228 | | | 413,228 |
| Premiums | | | 539,718 | 539,718 |
| Administrative fees | | | 294,907 | 294,907 |
| Depreciation | 27,009 | | | 27,009 |
| **Total operating expenses** | 440,237 | | 9,798,598 | 10,238,835 |
| **Operating income (loss)** | (48,445) | 11,466 | (647,041) | (684,020) |
| **Nonoperating revenues (expenses)** | | | | |
| Investment income | 8,556 | 6,335 | 374,940 | 389,831 |
| **Total nonoperating revenue (expenses)** | 8,556 | 6,335 | 374,940 | 389,831 |
| **Changes in net position** | (39,889) | 17,801 | (272,101) | (294,189) |
| **Net position, beginning of year, previously reported** | 338,469 | 143,362 | | 481,831 |
| Adjustments to beginning net position | | | 8,732,837 | 8,732,837 |
| **Net position, beginning of year, as restated** | 338,469 | 143,362 | 8,732,837 | 9,214,668 |
| **Net position, end of year** | $ 298,580 | $ 161,163 | $ 8,460,736 | $ 8,920,479 |

**Amphitheater Unified School District No. 10**
**Combining Statement of Cash Flows**
**Internal Service Funds**
**For the Year Ended June 30, 2025**

| | Print Shop | Technology | Self-Insurance | Total Internal Service Funds |
|---|---|---|---|---|
| **Increase/Decrease in Cash and Cash Equivalents** | | | | |
| **Cash flows from operating activities** | | | | |
| Cash received for services | $ 391,792 | $ 11,466 | $ | $ 403,258 |
| Cash received from contributions | | | 8,633,653 | 8,633,653 |
| Cash payments to employees for services | (195,602) | | | (195,602) |
| Cash payments to suppliers for goods and services | (217,626) | | (829,073) | (1,046,699) |
| Cash payments for claims | | | (7,547,507) | (7,547,507) |
| **Net cash provided by/used for operating activities** | (21,436) | 11,466 | 257,073 | 247,103 |
| **Cash flows from investing activities** | | | | |
| Investment income | 8,556 | 6,335 | 374,940 | 389,831 |
| **Net cash provided by investing activities** | 8,556 | 6,335 | 374,940 | 389,831 |
| **Net increase/decrease in cash and cash equivalents** | (12,880) | 17,801 | 632,013 | 636,934 |
| **Cash and cash equivalents, beginning of year** | 195,149 | 143,362 | 8,732,837 | 9,071,348 |
| **Cash and cash equivalents, end of year** | $ 182,269 | $ 161,163 | $ 9,364,850 | $ 9,708,282 |
| **Reconciliation of Operating Income/Loss to Net Cash Provided by/Used for Operating Activities** | | | | |
| **Operating income/loss** | $ (48,445) | $ 11,466 | $ (647,041) | $ (684,020) |
| Adjustments to reconcile operating income/loss to net cash provided by/used for operating activities: | | | | |
| Depreciation expense | 27,009 | | | 27,009 |
| Changes in assets and liabilities: | | | | |
| Increase/decrease in accounts receivable | | | (517,904) | (517,904) |
| Increase/decrease in accounts payable | | | 5,552 | 5,552 |
| Increase/decrease in claims payable | | | 1,416,466 | 1,416,466 |
| **Total adjustments** | 27,009 | | 904,114 | 931,123 |
| **Net cash provided by/used for operating activities** | $ (21,436) | $ 11,466 | $ 257,073 | $ 247,103 |

## Statistical Section

The statistical section presents financial statement trends as well as detailed financial and operational information not available elsewhere in the report. The statistical section is intended to enhance the reader's understanding of the information presented in the financial statements, notes to the financial statements, and other supplementary information presented in this report. The statistical section is comprised of the five categories of statistical information presented below.

**Financial Trends**

These schedules contain information on financial trends to help the reader understand how the District's financial position and financial activities have changed over time.

**Revenue Capacity**

These schedules contain information to help the reader assess the factors affecting the District's ability to generate revenue.

**Debt Capacity**

These schedules present information to help the reader evaluate the District's current levels of outstanding debt as well as assess the District's ability to make debt payments and/or issue additional debt in the future.

**Demographic and Economic Information**

These schedules present various demographic and economic indicators to help the reader understand the environment in which the District's financial activities take place and to help make comparisons with other school districts.

**Operating Information**

These schedules contain information about the District's operations and various resources to help the reader draw conclusions as to how the District's financial information relates to the services provided by the District.

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**Amphitheater Unified School District No. 10**
**Net Position by Component**
**Last Ten Fiscal Years**
**(Accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Net Position:** | | | | | |
| Net investment in capital assets | $ 167,806,078 | $ 166,519,350 | $ 155,730,414 | $ 157,206,872 | $ 155,680,090 |
| Restricted | 41,910,323 | 36,418,622 | 29,226,195 | 30,145,324 | 25,318,773 |
| Unrestricted | (70,857,982) | (57,926,230) | (54,360,887) | (62,286,383) | (69,758,548) |
| Total net position | $ 138,858,419 | $ 145,011,742 | $ 130,595,722 | $ 125,065,813 | $ 111,240,315 |

| | **2020** | **2019** | **2018** | **2017** | **2016** |
|---|---|---|---|---|---|
| **Net Position:** | | | | | |
| Net investment in capital assets | $ 148,434,096 | $ 145,985,010 | $ 145,290,583 | $ 138,984,123 | $ 135,581,914 |
| Restricted | 19,442,806 | 18,571,096 | 16,000,973 | 18,733,648 | 24,716,466 |
| Unrestricted | (73,011,901) | (84,313,163) | (90,570,528) | (101,007,463) | (103,484,285) |
| Total net position | $ 94,865,001 | $ 80,242,943 | $ 70,721,028 | $ 56,710,308 | $ 56,814,095 |

**Source:** The source of this information is the District's financial records.

**Note:** The 2024 amounts have been restated for the error correction in Note 12.

**Amphitheater Unified School District No. 10**
**Expenses, Program Revenues, and Net (Expense)/Revenue**
**Last Ten Fiscal Years**
**(Accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Expenses** | | | | | |
| Instruction | $ 90,070,281 | $ 86,859,561 | $ 93,575,256 | $ 81,605,651 | $ 73,832,703 |
| Support services - students and staff | 24,984,768 | 24,364,314 | 22,509,017 | 18,833,498 | 18,214,607 |
| Support services - administration | 18,304,086 | 15,205,004 | 16,240,372 | 12,951,302 | 12,323,316 |
| Operation and maintenance of plant services | 24,268,274 | 23,400,347 | 21,807,858 | 17,445,219 | 17,308,549 |
| Student transportation services | 11,024,813 | 11,612,183 | 12,115,648 | 9,351,307 | 5,499,163 |
| Operation of non-instructional services | 11,798,126 | 11,496,292 | 10,092,404 | 7,596,464 | 6,076,142 |
| Interest on long-term debt | 1,887,721 | 2,223,523 | 2,110,306 | 2,365,991 | 2,582,378 |
| Total expenses | 182,338,069 | 175,161,224 | 178,450,861 | 150,149,432 | 135,836,858 |
| **Program Revenues** | | | | | |
| Charges for services: | | | | | |
| Instruction | 3,655,390 | 6,522,335 | 4,834,134 | 4,282,567 | 3,162,472 |
| Operation of non-instructional services | 4,782,181 | 2,695,852 | 3,946,576 | 2,313,106 | 911,788 |
| Other activities | 2,325,026 | 2,124,700 | 1,474,110 | 1,372,688 | 534,778 |
| Operating grants and contributions | 17,596,515 | 27,073,009 | 26,951,153 | 28,628,647 | 25,862,114 |
| Capital grants and contributions | 8,392,802 | 11,725,120 | 12,855,011 | 8,382,377 | 6,759,006 |
| Total program revenues | 36,751,914 | 50,141,016 | 50,060,984 | 44,979,385 | 37,230,158 |
| **Net (Expense)/Revenue** | $ (145,586,155) | $ (125,020,208) | $ (128,389,877) | $ (105,170,047) | $ (98,606,700) |

**(Continued)**

**Amphitheater Unified School District No. 10**
**Expenses, Program Revenues, and Net (Expense)/Revenue**
**Last Ten Fiscal Years**
**(Accrual basis of accounting)**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| **Expenses** | | | | | |
| Instruction | $ 75,178,071 | $ 68,576,871 | $ 64,280,137 | $ 68,509,202 | $ 64,699,340 |
| Support services - students and staff | 16,801,120 | 14,076,354 | 14,225,556 | 15,482,748 | 15,113,534 |
| Support services - administration | 13,129,552 | 11,865,803 | 9,542,890 | 9,425,874 | 9,198,846 |
| Operation and maintenance of plant services | 15,786,257 | 16,793,432 | 15,478,990 | 15,795,161 | 15,589,812 |
| Student transportation services | 8,483,182 | 8,997,457 | 7,459,805 | 7,206,382 | 6,525,401 |
| Operation of non-instructional services | 6,494,204 | 6,320,225 | 6,330,864 | 6,764,596 | 6,257,346 |
| Interest on long-term debt | 3,323,309 | 3,183,130 | 3,609,917 | 3,472,400 | 3,976,078 |
| Total expenses | 139,195,695 | 129,813,272 | 120,928,159 | 126,656,363 | 121,360,357 |
| **Program Revenues** | | | | | |
| Charges for services: | | | | | |
| Instruction | 5,827,518 | 6,385,394 | 5,264,770 | 5,076,974 | 4,831,112 |
| Operation of non-instructional services | 1,343,400 | 1,718,322 | 1,560,600 | 1,338,273 | 1,365,170 |
| Other activities | 741,979 | 861,209 | 632,241 | 824,126 | 1,035,334 |
| Operating grants and contributions | 15,321,159 | 14,918,760 | 13,762,341 | 15,094,520 | 15,389,511 |
| Capital grants and contributions | 7,819,881 | 3,643,783 | 5,223,569 | 1,782,290 | 1,185,476 |
| Total program revenues | 31,053,937 | 27,527,468 | 26,443,521 | 24,116,183 | 23,806,603 |
| **Net (Expense)/Revenue** | $ (108,141,758) | $ (102,285,804) | $ (94,484,638) | $ (102,540,180) | $ (97,553,754) |

**Source:** The source of this information is the District's financial records.
**Note:** The 2024 amounts have been restated for the error correction in Note 12.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**General Revenues and Total Changes in Net Position**
**Last Ten Fiscal Years**
**(Accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Net (Expense)/Revenue** | $ (145,586,155) | $ (125,020,208) | $ (128,389,877) | $ (105,170,047) | $ (98,606,700) |
| **General Revenues:** | | | | | |
| Property taxes | 80,009,972 | 76,320,896 | 79,283,250 | 75,763,433 | 78,314,972 |
| Investment income | 2,687,983 | 3,057,743 | 1,900,284 | 148,545 | 197,604 |
| Unrestricted county aid | | | | 1,432,542 | 1,832,458 |
| Unrestricted state aid | 54,769,568 | 57,829,866 | 51,731,936 | 40,343,873 | 33,713,426 |
| Unrestricted federal aid | 1,965,309 | 2,227,723 | 1,004,316 | 1,307,152 | 923,554 |
| **Total general revenues** | 139,432,832 | 139,436,228 | 133,919,786 | 118,995,545 | 114,982,014 |
| **Changes in Net Position** | $ (6,153,323) | $ 14,416,020 | $ 5,529,909 | $ 13,825,498 | $ 16,375,314 |

**(Continued)**

**Amphitheater Unified School District No. 10**
**General Revenues and Total Changes in Net Position**
**Last Ten Fiscal Years**
**(Accrual basis of accounting)**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| **Net (Expense)/Revenue** | $ (108,141,758) | $ (102,285,804) | $ (94,484,638) | $ (102,540,180) | $ (97,553,754) |
| **General Revenues:** | | | | | |
| Property taxes | 74,223,834 | 71,653,687 | 70,954,347 | 66,800,313 | 69,021,348 |
| Investment income | 601,318 | 573,220 | 424,032 | 330,972 | 227,321 |
| Unrestricted county aid | 1,791,215 | 1,824,109 | 1,840,851 | 1,826,036 | 1,683,607 |
| Unrestricted state aid | 40,277,329 | 36,837,971 | 34,398,608 | 32,761,002 | 31,772,975 |
| Unrestricted federal aid | 967,715 | 918,732 | 859,543 | 718,070 | 669,198 |
| **Total general revenues** | 117,861,411 | 111,807,719 | 108,477,381 | 102,436,393 | 103,374,449 |
| **Changes in Net Position** | $ 9,719,653 | $ 9,521,915 | $ 13,992,743 | $ (103,787) | $ 5,820,695 |

**Source:** The source of this information is the District's financial records.
**Note:** Due to a change in legislation, beginning with fiscal year 2023, unrestricted county aid is now presented with property taxes.
**Note:** The 2024 amounts have been restated for the error correction in Note 12.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**Fund Balances - Governmental Funds**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| General Fund: | | | | | |
| Nonspendable | $ 82,754 | $ 38,467 | $ 81,916 | $ 58,041 | $ 73,321 |
| Unassigned | 18,284,955 | 33,018,150 | 38,156,214 | 29,483,339 | 24,597,480 |
| Total General Fund | $ 18,367,709 | $ 33,056,617 | $ 38,238,130 | $ 29,541,380 | $ 24,670,801 |
| All Other Governmental Funds: | | | | | |
| Restricted | $ 39,308,601 | $ 41,388,309 | $ 42,183,444 | $ 38,009,348 | $ 38,201,673 |
| Unassigned | (1,215,420) | (21,576,373) | (7,503,711) | (5,671,330) | (2,171,446) |
| Total all other governmental funds | $ 38,093,181 | $ 19,811,936 | $ 34,679,733 | $ 32,338,018 | $ 36,030,227 |

**(Continued)**

**Amphitheater Unified School District No. 10**
**Fund Balances - Governmental Funds**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| General Fund: | | | | | |
| Nonspendable | $ 73,398 | $ 98,841 | $ 71,112 | $ 1,159,762 | $ 80,646 |
| Unassigned | 20,601,738 | 10,011,786 | 13,792,578 | 10,426,549 | 13,075,774 |
| Total General Fund | $ 20,675,136 | $ 10,110,627 | $ 13,863,690 | $ 11,586,311 | $ 13,156,420 |
| All Other Governmental Funds: | | | | | |
| Restricted | $ 24,721,577 | $ 29,171,458 | $ 20,859,254 | $ 32,085,623 | $ 51,402,180 |
| Unassigned | (351,930) | (467,174) | (569,642) | (247,809) | |
| Total all other governmental funds | $ 24,369,647 | $ 28,704,284 | $ 20,289,612 | $ 31,837,814 | $ 51,402,180 |

**Source:** The source of this information is the District's financial records.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**Governmental Funds Revenues**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Federal sources:** | | | | | |
| Federal grants | $ 32,806,190 | $ 12,744,759 | $ 26,199,415 | $ 20,171,738 | $ 18,545,229 |
| National School Lunch Program | 5,896,147 | 5,704,250 | 5,251,168 | 7,312,522 | 5,879,805 |
| Total federal sources | 38,702,337 | 18,449,009 | 31,450,583 | 27,484,260 | 24,425,034 |
| **State sources:** | | | | | |
| State equalization assistance | 42,664,286 | 46,013,163 | 40,473,436 | 28,838,312 | 26,441,345 |
| State grants | 1,407,760 | 1,145,669 | 1,222,890 | 1,134,845 | 1,193,656 |
| School Facilities Oversight Board | 6,591,612 | 6,523,982 | 3,549,936 | 4,574,400 | 5,239,130 |
| Other revenues | 12,111,935 | 11,816,703 | 11,258,500 | 11,505,561 | 7,272,081 |
| Total state sources | 62,775,593 | 65,499,517 | 56,504,762 | 46,053,118 | 40,146,212 |
| **Local sources:** | | | | | |
| Property taxes | 79,922,406 | 79,800,337 | 79,132,415 | 76,048,068 | 78,142,790 |
| County aid | | | | 1,432,542 | 1,832,458 |
| Food service sales | 1,127,757 | 874,960 | 1,203,502 | 430,137 | 30,872 |
| Investment income | 2,298,152 | 2,988,795 | 1,889,219 | 146,716 | 194,642 |
| Other revenues | 10,836,018 | 12,078,838 | 10,403,487 | 8,862,680 | 5,510,768 |
| Total local sources | 94,184,333 | 95,742,930 | 92,628,623 | 86,920,143 | 85,711,530 |
| **Total revenues** | $ 195,662,263 | $ 179,691,456 | $ 180,583,968 | $ 160,457,521 | $ 150,282,776 |

**(Continued)**

**Amphitheater Unified School District No. 10**
**Governmental Funds Revenues**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| **Federal sources:** | | | | | |
| Federal grants | $ 10,776,638 | $ 8,967,493 | $ 11,343,855 | $ 10,152,924 | $ 9,831,367 |
| National School Lunch Program | 4,596,499 | 4,479,307 | 4,407,206 | 4,686,766 | 4,445,662 |
| Total federal sources | 15,373,137 | 13,446,800 | 15,751,061 | 14,839,690 | 14,277,029 |
| **State sources:** | | | | | |
| State equalization assistance | 32,680,242 | 29,332,793 | 27,427,626 | 26,460,101 | 25,836,111 |
| State grants | 1,201,969 | 1,057,166 | 1,046,070 | 381,261 | 339,060 |
| School Facilities Oversight Board | 6,165,705 | 3,244,794 | 964,212 | 175,644 | 384,315 |
| Other revenues | 7,597,087 | 7,505,178 | 6,970,982 | 6,300,901 | 5,936,864 |
| Total state sources | 47,645,003 | 41,139,931 | 36,408,890 | 33,317,907 | 32,496,350 |
| **Local sources:** | | | | | |
| Property taxes | 73,605,709 | 71,207,640 | 70,584,386 | 66,654,193 | 68,128,648 |
| County aid | 1,791,215 | 1,824,109 | 1,840,851 | 1,826,036 | 1,683,607 |
| Food service sales | 1,145,008 | 1,451,958 | 1,418,894 | 1,242,655 | 1,291,554 |
| Investment income | 592,653 | 565,235 | 424,032 | 327,939 | 225,318 |
| Other revenues | 8,172,189 | 9,370,745 | 7,835,941 | 7,879,032 | 8,210,997 |
| Total local sources | 85,306,774 | 84,419,687 | 82,104,104 | 77,929,855 | 79,540,124 |
| **Total revenues** | $ 148,324,914 | $ 139,006,418 | $ 134,264,055 | $ 126,087,452 | $ 126,313,503 |

**Source:** The source of this information is the District's financial records.

**Note:** Due to a change in legislation, beginning with fiscal year 2023, county aid is now presented with property taxes.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**Governmental Funds Expenditures and Debt Service Ratio**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Expenditures:** | | | | | |
| Current - | | | | | |
| Instruction | $ 70,920,838 | $ 71,844,472 | $ 72,708,354 | $ 66,956,293 | $ 63,049,934 |
| Support services - students and staff | 24,431,083 | 24,156,202 | 21,770,438 | 18,854,560 | 17,683,149 |
| Support services - administration | 15,519,780 | 18,882,518 | 12,760,441 | 11,195,540 | 10,804,591 |
| Operation and maintenance of plant services | 23,114,730 | 22,559,861 | 20,557,082 | 17,025,182 | 16,768,269 |
| Student transportation services | 8,264,024 | 9,008,405 | 8,552,529 | 7,323,835 | 3,754,356 |
| Operation of non-instructional services | 10,951,658 | 10,733,619 | 8,994,801 | 7,125,790 | 5,569,389 |
| Capital outlay | 24,687,014 | 31,120,055 | 27,144,350 | 18,386,165 | 18,615,520 |
| Debt service - | | | | | |
| Principal retirement | 9,080,000 | 8,745,000 | 9,025,000 | 9,710,000 | 9,620,000 |
| Interest and fiscal charges | 2,475,162 | 2,810,964 | 2,697,747 | 2,941,765 | 3,303,726 |
| Bond issuance costs | | | 198,300 | | 394,848 |
| **Total expenditures** | $ 189,444,289 | $ 199,861,096 | $ 184,409,042 | $ 159,519,130 | $ 149,563,782 |
| Expenditures for capitalized assets | $ 16,364,795 | $ 22,805,243 | $ 13,428,067 | $ 11,866,794 | $ 14,030,526 |
| Debt service as a percentage of noncapital expenditures | 7% | 7% | 7% | 9% | 10% |

**(Continued)**

**Amphitheater Unified School District No. 10**
**Governmental Funds Expenditures and Debt Service Ratio**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| **Expenditures:** | | | | | |
| Current - | | | | | |
| Instruction | $ 63,236,444 | $ 62,855,094 | $ 58,844,436 | $ 59,602,757 | $ 56,457,965 |
| Support services - students and staff | 16,282,378 | 14,912,991 | 14,631,346 | 15,335,287 | 14,824,748 |
| Support services - administration | 11,158,307 | 10,506,100 | 9,561,881 | 9,344,373 | 8,475,159 |
| Operation and maintenance of plant services | 15,106,227 | 16,793,596 | 14,453,618 | 16,672,302 | 15,364,929 |
| Student transportation services | 6,215,482 | 7,177,518 | 6,147,710 | 6,200,130 | 5,526,585 |
| Operation of non-instructional services | 5,882,895 | 5,936,927 | 5,667,634 | 6,112,991 | 6,123,997 |
| Capital outlay | 16,262,628 | 17,759,201 | 17,330,407 | 33,765,869 | 12,657,218 |
| Debt service - | | | | | |
| Principal retirement | 8,995,000 | 9,180,000 | 11,615,000 | 11,955,000 | 6,495,000 |
| Interest and fiscal charges | 3,962,763 | 3,805,883 | 4,230,412 | 3,878,087 | 4,310,162 |
| Bond issuance costs | | 206,555 | | 487,720 | |
| **Total expenditures** | $ 147,102,124 | $ 149,133,865 | $ 142,482,444 | $ 163,354,516 | $ 130,235,763 |
| Expenditures for capitalized assets | $ 8,721,738 | $ 10,191,285 | $ 13,658,687 | $ 28,397,281 | $ 9,673,062 |
| Debt service as a percentage of noncapital expenditures | 9% | 9% | 12% | 12% | 9% |

**Source:** The source of this information is the District's financial records.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**Other Financing Sources and Uses and Net Changes in Fund Balances - Governmental Funds**
**Last Ten Fiscal Years**
**(Modified accrual basis of accounting)**

| | Fiscal Year Ended June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Excess (deficiency) of revenues over expenditures** | $ 6,217,974 | $ (20,169,640) | $ (3,825,074) | $ 938,391 | $ 718,994 |
| **Other financing sources (uses):** | | | | | |
| Issuance of school improvement bonds | | | 14,500,000 | | 14,500,000 |
| Issuance of refunding bonds | | | | | 15,440,000 |
| Premium on sale of bonds | | | 175,000 | | 163,003 |
| Payment to refunded bond escrow agent | | | | | (15,231,505) |
| Insurance recoveries | 49,922 | 95,115 | 188,539 | 255,259 | 65,830 |
| Proceeds from sale of capital assets | | 25,215 | | | |
| Transfers in | 657,298 | 1,023,273 | 485,386 | 1,218,056 | 229,520 |
| Transfers out | (657,298) | (1,023,273) | (485,386) | (1,218,056) | (229,520) |
| Total other financing sources (uses) | 49,922 | 120,330 | 14,863,539 | 255,259 | 14,937,328 |
| **Changes in fund balances** | $ 6,267,896 | $ (20,049,310) | $ 11,038,465 | $ 1,193,650 | $ 15,656,322 |

| | **2020** | **2019** | **2018** | **2017** | **2016** |
|---|---|---|---|---|---|
| **Excess (deficiency) of revenues over expenditures** | $ 1,222,790 | $ (10,127,447) | $ (8,218,389) | $ (37,267,064) | $ (3,922,260) |
| **Other financing sources (uses):** | | | | | |
| Issuance of school improvement bonds | | 13,370,000 | | 14,300,000 | |
| Issuance of refunding bonds | | | | 27,290,000 | |
| Premium on sale of bonds | | 1,303,705 | | 4,757,628 | |
| Payment to refunded bond escrow agent | | | | (31,375,474) | |
| Insurance recoveries | 130,120 | 87,622 | 36,216 | 81,319 | |
| Transfers in | 908,560 | 837,197 | 491,472 | 475,461 | 1,460,941 |
| Transfers out | (908,560) | (837,197) | (491,472) | (475,461) | (1,460,941) |
| Total other financing sources (uses) | 130,120 | 14,761,327 | 36,216 | 15,053,473 | |
| **Changes in fund balances** | $ 1,352,910 | $ 4,633,880 | $ (8,182,173) | $ (22,213,591) | $ (3,922,260) |

**Source:** The source of this information is the District's financial records.

**Amphitheater Unified School District No. 10**
**Net Limited Assessed Value and Full Cash Value of Taxable Property by Class**
**Last Ten Fiscal Years**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| **Class** | **2025** | **2024** | **2023** | **2022** | **2021** |
| Commercial, Industrial, Utilities and Mining | $ 431,968,550 | $ 431,870,938 | $ 429,868,304 | $ 429,990,276 | $ 400,567,419 |
| Agricultural and Vacant | 52,169,443 | 53,242,324 | 55,769,777 | 57,947,114 | 59,892,258 |
| Residential (Owner Occupied) | 1,047,489,997 | 968,389,065 | 906,963,875 | 868,014,646 | 824,839,513 |
| Residential (Rental) | 435,690,674 | 429,232,278 | 411,148,800 | 394,631,224 | 372,892,194 |
| Historical Property | 723,519 | 635,535 | 31,957 | 30,792 | 29,504 |
| Certain Government Property Improvements | | | 63,757 | 62,782 | 59,793 |
| Total | $ 1,968,042,183 | $ 1,883,370,140 | $ 1,803,846,470 | $ 1,750,676,834 | $ 1,658,280,681 |
| Gross Full Cash Value | $ 26,612,570,270 | $ 21,846,958,858 | $ 18,499,625,463 | $ 17,800,355,898 | $ 16,889,466,055 |
| Ratio of Net Limited Assessed Value to Gross Full Cash Value | 7% | 9% | 10% | 10% | 10% |
| Total Direct Rate | 4.83 | 5.01 | 5.16 | 5.10 | 5.45 |

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| **Class** | **2020** | **2019** | **2018** | **2017** | **2016** |
| Commercial, Industrial, Utilities and Mining | $ 401,513,871 | $ 399,048,666 | $ 390,330,020 | $ 386,492,477 | $ 393,112,482 |
| Agricultural and Vacant | 58,382,807 | 59,919,527 | 60,223,017 | 60,414,179 | 66,188,518 |
| Residential (Owner Occupied) | 796,449,750 | 748,702,169 | 706,536,397 | 680,141,297 | 646,731,996 |
| Residential (Rental) | 334,509,179 | 322,927,262 | 316,980,477 | 311,120,233 | 297,590,115 |
| Historical Property | 8,426 | 7,303 | 7,120 | 7,467 | 7,467 |
| Certain Government Property Improvements | 56,946 | 54,234 | | | |
| Total | $ 1,590,920,979 | $ 1,530,659,161 | $ 1,474,077,031 | $ 1,438,175,653 | $ 1,403,630,578 |
| Gross Full Cash Value | $ 16,051,648,676 | $ 15,197,101,709 | $ 14,277,613,844 | $ 13,982,826,990 | $ 13,296,921,889 |
| Ratio of Net Limited Assessed Value to Gross Full Cash Value | 10% | 10% | 10% | 10% | 11% |
| Total Direct Rate | 5.45 | 5.49 | 5.63 | 5.49 | 5.67 |

**Source:** The source of this information is the State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

**Amphitheater Unified School District No. 10**
**Net Full Cash Assessed Value of Taxable Property by Class**
**Last Ten Fiscal Years**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| **Class** | **2025** | **2024** | **2023** | **2022** | **2021** |
| Commercial, Industrial, Utilities and Mining | $ 516,171,230 | $ 479,420,125 | $ 472,813,462 | $ 478,289,753 | $ 451,929,466 |
| Agricultural and Vacant | 72,845,754 | 65,625,399 | 64,893,923 | 68,284,229 | 68,245,448 |
| Residential (Owner Occupied) | 1,445,215,595 | 1,165,195,056 | 952,796,762 | 915,393,400 | 878,377,675 |
| Residential (Rental) | 742,832,855 | 599,263,447 | 497,019,913 | 470,132,857 | 430,484,651 |
| Historical Property | 1,140,790 | 800,441 | 38,389 | 38,363 | 34,242 |
| Certain Government Property Improvements | | | 63,757 | 63,757 | 63,757 |
| Total | $ 2,778,206,224 | $ 2,310,304,468 | $ 1,987,626,206 | $ 1,932,202,359 | $ 1,829,135,239 |
| | | | | | |
| Gross Full Cash Value | $ 26,612,570,270 | $ 21,846,958,858 | $ 18,499,625,463 | $ 17,800,355,898 | $ 16,889,466,055 |
| Ratio of Net Full Cash Assessed Value to Gross Full Cash Value | 10% | 11% | 11% | 11% | 11% |
| Estimated Net Full Cash Value | $ 25,123,587,880 | $ 20,590,655,932 | $ 17,345,273,758 | $ 16,694,217,289 | $ 15,776,378,922 |
| Total Direct Rate | 4.83 | 5.01 | 5.16 | 5.10 | 5.45 |

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| **Class** | **2020** | **2019** | **2018** | **2017** | **2016** |
| Commercial, Industrial, Utilities and Mining | $ 439,304,373 | $ 432,399,906 | $ 405,120,089 | $ 399,841,473 | $ 407,546,091 |
| Agricultural and Vacant | 66,057,812 | 66,889,053 | 64,618,058 | 62,730,922 | 67,740,311 |
| Residential (Owner Occupied) | 841,545,407 | 772,504,479 | 727,895,923 | 715,602,915 | 672,118,932 |
| Residential (Rental) | 393,891,450 | 381,144,926 | 344,403,919 | 331,184,580 | 309,393,855 |
| Historical Property | 8,856 | 7,303 | 7,120 | 7,467 | 7,467 |
| Certain Government Property Improvements | 63,405 | 63,405 | | | |
| Total | $ 1,740,871,303 | $ 1,653,009,072 | $ 1,542,045,109 | $ 1,509,367,357 | $ 1,456,806,656 |
| | | | | | |
| Gross Full Cash Value | $ 16,051,648,676 | $ 15,197,101,709 | $ 14,277,613,844 | $ 13,982,826,990 | $ 13,296,921,889 |
| Ratio of Net Full Cash Assessed Value to Gross Full Cash Value | 11% | 11% | 11% | 11% | 11% |
| Estimated Net Full Cash Value | $ 14,970,099,543 | $ 14,128,652,788 | $ 13,128,581,326 | $ 12,836,251,850 | $ 12,143,851,114 |
| Total Direct Rate | 5.45 | 5.49 | 5.63 | 5.49 | 5.67 |

**Source:** The source of this information is the State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

**Amphitheater Unified School District No. 10**
**Property Tax Assessment Ratios**
**Last Ten Fiscal Years**

| Class | Fiscal Year 2025 | 2024 | 2023 | 2022 | 2021 |
|---|---|---|---|---|---|
| Commercial, Industrial, Utilities and Mining | 17 % | 17 % | 18 % | 18 % | 18 % |
| Agricultural and Vacant | 15 | 15 | 15 | 15 | 15 |
| Residential (Owner Occupied) | 10 | 10 | 10 | 10 | 10 |
| Residential (Rental) | 10 | 10 | 10 | 10 | 10 |
| Railroad, Private Cars and Airlines | 14 | 14 | 15 | 15 | 15 |

| Class | Fiscal Year 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| Commercial, Industrial, Utilities and Mining | 18 % | 18 % | 18 % | 18 % | 19 % |
| Agricultural and Vacant | 15 | 15 | 15 | 15 | 16 |
| Residential (Owner Occupied) | 10 | 10 | 10 | 10 | 10 |
| Residential (Rental) | 10 | 10 | 10 | 10 | 10 |
| Railroad, Private Cars and Airlines | 15 | 14 | 15 | 14 | 15 |

**Source:** The source of this information is the State and County Abstract of the Assessment Roll, Arizona Department of Revenue.

**Note:** Additional classes of property exist, but do not amount to a significant portion of the District's total valuation, therefore they are not included on this schedule.

**Amphitheater Unified School District No. 10**
**Direct and Overlapping Property Tax Rates**
**Last Ten Fiscal Years**

| Fiscal Year Ended June 30 | Overlapping Rates | | | | | | | | District Direct Rates | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | State Equalization | County | County Free Library | Flood Control District | Community College District | Fire District Assistance | Central Arizona Water | City of Tucson | Primary | Secondary | Total |
| 2025 | 0.00 | 4.22 | 0.55 | 0.33 | 1.25 | 0.04 | 0.14 | 1.03 | 3.34 | 1.49 | 4.83 |
| 2024 | 0.00 | 4.23 | 0.55 | 0.33 | 1.28 | 0.04 | 0.14 | 1.05 | 3.46 | 1.55 | 5.01 |
| 2023 | 0.00 | 4.20 | 0.55 | 0.32 | 1.29 | 0.04 | 0.14 | 1.43 | 3.58 | 1.58 | 5.16 |
| 2022 | 0.43 | 4.33 | 0.54 | 0.33 | 1.27 | 0.04 | 0.14 | 1.31 | 3.60 | 1.50 | 5.10 |
| 2021 | 0.44 | 4.44 | 0.54 | 0.33 | 1.34 | 0.04 | 0.14 | 1.36 | 4.00 | 1.45 | 5.45 |
| 2020 | 0.46 | 4.69 | 0.54 | 0.33 | 1.38 | 0.04 | 0.14 | 1.38 | 4.13 | 1.32 | 5.45 |
| 2019 | 0.47 | 4.76 | 0.52 | 0.33 | 1.40 | 0.04 | 0.14 | 1.48 | 3.88 | 1.61 | 5.49 |
| 2018 | 0.49 | 5.16 | 0.51 | 0.31 | 1.39 | 0.05 | 0.14 | 1.43 | 4.26 | 1.37 | 5.63 |
| 2017 | 0.50 | 4.98 | 0.52 | 0.33 | 1.37 | 0.05 | 0.14 | 1.60 | 4.11 | 1.38 | 5.49 |
| 2016 | 0.51 | 5.09 | 0.52 | 0.31 | 1.37 | 0.05 | 0.14 | 1.60 | 4.25 | 1.42 | 5.67 |

**Source:** The source of this information is the Property Tax Rates and Assessed Values, Arizona Tax Research Foundation.

**Amphitheater Unified School District No. 10**
**Principal Property Taxpayers**
**Current Fiscal Year and Fiscal Year Nine Years Prior**

| Taxpayer | 2025 Net Limited Assessed Valuation | 2025 Percentage of District's Net Limited Assessed Valuation | 2016 Net Full Cash Assessed Valuation | 2016 Percentage of District's Net Full Cash Assessed Valuation |
|---|---|---|---|---|
| Northwest Hospital LLC | $ 31,457,716 | 1.60 % | $ 31,688,244 | 2.18 % |
| Unisource Energy Corporation | 28,686,535 | 1.46 | 20,508,254 | 1.41 |
| Southwest Gas Corporation | 17,385,608 | 0.88 | 8,349,734 | 0.57 |
| DND Neffson Company | 15,920,890 | 0.81 | 16,111,998 | 1.11 |
| HSL Properties | 15,553,392 | 0.79 | | |
| Ventana Medical Systems | 11,407,981 | 0.58 | 8,722,683 | 0.60 |
| Vestar OVM LLC | 8,661,873 | 0.44 | 8,172,564 | 0.56 |
| Honeywell International | 5,087,734 | 0.26 | 4,965,102 | 0.34 |
| Scotia Group Management | 4,894,239 | 0.25 | | |
| Uptown Group LLC | 4,484,418 | 0.23 | | |
| Weingarten Nostat Inc | | | 7,683,723 | 0.53 |
| J Foothills LLC | | | 6,915,073 | 0.47 |
| Tucson Mather Plaza LLC | | | 4,965,102 | 0.34 |
| Total | $ 143,540,386 | 7.30 % | $ 118,082,477 | 8.11 % |

**Source:** The source of this information is the Pima County Assessor's records.

**Amphitheater Unified School District No. 10**
**Property Tax Levies and Collections**
**Last Ten Fiscal Years**

| Fiscal Year Ended June 30 | Taxes Levied for the Fiscal Year | Collected within the Fiscal Year of the Levy | | Collections in Subsequent Fiscal Years | Collected to the End of the Current Fiscal Year | |
|---|---|---|---|---|---|---|
| | | Amount | Percentage of Levy | | Amount | Percentage of Levy |
| 2025 | $ 78,909,714 | $ 77,710,233 | 98.48 % | $ | $ 77,710,233 | 98.48 % |
| 2024 | 78,128,131 | 77,177,512 | 98.78 | 941,046 | 78,118,558 | 99.99 |
| 2023 | 77,498,386 | 75,471,068 | 97.38 | 2,018,430 | 77,489,498 | 99.99 |
| 2022 | 74,452,623 | 73,063,958 | 98.13 | 1,384,010 | 74,447,968 | 99.99 |
| 2021 | 76,571,727 | 75,059,990 | 98.03 | 1,506,931 | 76,566,921 | 99.99 |
| 2020 | 72,082,917 | 70,457,630 | 97.75 | 1,620,908 | 72,078,538 | 99.99 |
| 2019 | 66,481,561 | 65,204,984 | 98.08 | 1,271,944 | 66,476,928 | 99.99 |
| 2018 | 70,644,375 | 69,294,240 | 98.09 | 1,341,822 | 70,636,062 | 99.99 |
| 2017 | 65,065,801 | 63,766,444 | 98.00 | 1,294,631 | 65,061,075 | 99.99 |
| 2016 | 66,319,241 | 64,200,699 | 96.81 | 2,113,353 | 66,314,052 | 99.99 |

**Source:** The source of this information is the Pima County Treasurer's records.

**Notes:** 1) Amounts collected are on a cash basis.

2) Unsecured personal property taxes are not included in this schedule because the dates of the monthly rolls vary each year. On the average, 90% of unsecured property taxes are collected within 90 days after the due date.

**Amphitheater Unified School District No. 10**
**Outstanding Debt by Type**
**Last Ten Fiscal Years**

| Fiscal Year Ended June 30 | General Obligation Bonds | | | | | Financed Purchases/ Leases/ SBITAs | Total Outstanding Debt | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | General Obligation Bonds | Less: Amounts Restricted for Principal | Total | Percentage of Estimated Actual Value (Full Cash Value) | Per Capita | | Total | Percentage of Estimated Actual Value (Full Cash Value) | Per Capita | Percentage of Personal Income |
| 2025 | $ 60,788,834 | $ 16,330,070 | $ 44,458,764 | 0.17 % | $ 297 | $ | $ 60,788,834 | 0.23 % | $ 406 | N/A % |
| 2024 | 70,557,594 | 13,408,065 | 57,149,529 | 0.26 | 383 | | 70,557,594 | 0.32 | 473 | 0.11 |
| 2023 | 79,991,354 | 10,311,765 | 69,679,589 | 0.38 | 470 | | 79,991,354 | 0.43 | 540 | 0.14 |
| 2022 | 75,030,114 | 7,414,992 | 67,615,122 | 0.38 | 463 | | 75,030,114 | 0.42 | 514 | 0.13 |
| 2021 | 85,417,207 | 6,170,905 | 79,246,302 | 0.47 | 545 | | 85,417,207 | 0.51 | 587 | 0.17 |
| 2020 | 81,490,308 | 5,196,311 | 76,293,997 | 0.48 | 528 | | 81,490,308 | 0.51 | 564 | 0.17 |
| 2019 | 91,297,786 | 4,585,656 | 86,712,130 | 0.57 | 634 | | 91,297,786 | 0.60 | 668 | 0.20 |
| 2018 | 86,599,858 | 4,140,226 | 82,459,632 | 0.58 | 581 | | 86,599,858 | 0.61 | 610 | 0.20 |
| 2017 | 99,008,377 | 6,787,782 | 92,220,595 | 0.66 | 657 | | 99,008,377 | 0.71 | 705 | 0.25 |
| 2016 | 94,709,926 | 6,672,019 | 88,037,907 | 0.66 | 754 | | 94,709,926 | 0.71 | 811 | 0.24 |

**Source:** The source of this information is the District's financial records.

**Note:** The provisions of the Governmental Accounting Standards Board (GASB) Statement No. 87 were adopted in fiscal year 2022. The standard replaces the previous capital and operating lease designations with financed purchases or leases depending on the substance of the transactions. The fiscal year 2016-2021 information within this column relates to the transactions previously designated as capital leases.

**Note:** N/A indicates that the information is not available.

**Amphitheater Unified School District No. 10**
**Direct and Overlapping Governmental Activities Debt**
**June 30, 2025**

| Governmental Unit | Debt Outstanding | Estimated Percentage Applicable to School District | Estimated Amount Applicable to School District |
|---|---|---|---|
| Overlapping: | | | |
| Pima County | $ 44,590,000 | 18.37 % | $ 8,191,183 |
| Golder Ranch Fire Department | 27,279,000 | 88.37 | 24,106,452 |
| Northwest Fire District | 25,730,000 | 25.84 | 6,648,632 |
| Subtotal, Overlapping Debt | | | 38,946,267 |
| Direct: | | | |
| Amphitheater Unified School District No. 10 | | | 60,788,834 |
| Total Direct and Overlapping Governmental Activities Debt | | | $ 99,735,101 |

**Direct and Overlapping General Bonded Debt Ratios**

| | | |
|---|---|---|
| Net Direct General Obligation Bonded Debt | | |
| As a Percentage of Net Limited Assessed Valuation | 2.26 | % |
| Net Direct and Overlapping General Bonded Debt | | |
| Per Capita | $ 557 | |
| As a Percentage of Net Limited Assessed Valuation | 4.24 | % |
| As a Percentage of Gross Full Cash Value | 0.31 | % |

**Source:** The source of this information is the District's records and the State and County Abstract of the Assessment Roll, Arizona Department of Revenue and the applicable governmental unit.

**Notes:**
1) Estimated percentage of debt outstanding applicable to the District is calculated based on a portion of the District's net limited assessed valuation as a percentage of the net limited assessed valuation of the overlapping jurisdiction.
2) Outstanding debt as of June 30, 2024 is presented for the overlapping governments as this is the most recent available information.

**Amphitheater Unified School District No. 10**
**Legal Debt Margin Information**
**Last Ten Fiscal Years**

| **Class B Bond Legal Debt Margin Calculation for Fiscal Year 2025:** | |
|---|---|
| Net full cash assessed valuation | $ 2,778,206,224 |
| Debt limit (20% of assessed value) | 555,641,245 |
| Debt applicable to limit | 59,903,431 |
| Legal debt margin | $ 495,737,814 |

| **Total Legal Debt Margin Calculation for Fiscal Year 2025:** | |
|---|---|
| Net full cash assessed valuation | $ 2,778,206,224 |
| Debt limit (30% of assessed value) | 833,461,867 |
| Debt applicable to limit | 59,903,431 |
| Legal debt margin | $ 773,558,436 |

| | **Fiscal Year Ended June 30** | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| Debt Limit | $ 833,461,867 | $ 693,091,340 | $ 596,287,862 | $ 579,660,708 | $ 548,740,572 |
| Total net debt applicable to limit | 59,903,431 | 69,259,889 | 78,246,351 | 72,992,166 | 82,895,336 |
| Legal debt margin | $ 773,558,436 | $ 623,831,451 | $ 518,041,511 | $ 506,668,542 | $ 465,845,236 |
| Total net debt applicable to the limit as a percentage of debt limit | 7% | 10% | 13% | 13% | 15% |

| | **2020** | **2019** | **2018** | **2017** | **2016** |
|---|---|---|---|---|---|
| Debt Limit | $ 522,261,391 | $ 495,902,722 | $ 462,613,533 | $ 452,810,207 | $ 437,041,997 |
| Total net debt applicable to limit | 77,608,208 | 86,910,207 | 81,808,968 | 99,008,378 | 91,035,000 |
| Legal debt margin | $ 444,653,183 | $ 408,992,515 | $ 380,804,565 | $ 353,801,829 | $ 346,006,997 |
| Total net debt applicable to the limit as a percentage of debt limit | 15% | 18% | 18% | 22% | 21% |

**Source:** The source of this information is the District's financial records.

**Notes:** 1) The District's general obligation bonds are subject to two limits; the Constitutional debt limit (total debt limit) on all general obligation bonds outstanding and the statutory debt limit on Class B bonds outstanding. The calculations of the debt margins are presented in detail for the current fiscal year only.

2) Prior to FY17, net bond premium was restricted by amount and not subject to the statutory debt limit. Beginning with FY17, any additional net premium used for capital projects, bond counsel, printing and preparation of offering documents, a financial advisor, paying agent costs or to pay down debt is counted against both debt limits with the exception of amounts of premium deposited into the Debt Service Fund or a refunding escrow to pay interest payments.

**Amphitheater Unified School District No. 10**
**County-Wide Demographic and Economic Statistics**
**Last Ten Calendar Years**

| Year | Population | Personal Income (thousands) | Per Capita Income | Unemployment Rate | Estimated District Population |
|---|---|---|---|---|---|
| 2024 | 1,086,634 | $ N/A | $ N/A | 3.6 % | 149,830 |
| 2023 | 1,063,162 | 61,910,157 | 58,232 | 3.8 | 149,046 |
| 2022 | 1,072,298 | 57,601,036 | 54,464 | 3.8 | 148,262 |
| 2021 | 1,058,318 | 55,696,681 | 52,942 | 5.0 | 145,973 |
| 2020 | 1,052,375 | 51,331,920 | 48,373 | 7.4 | 145,515 |
| 2019 | 1,044,675 | 47,604,994 | 45,456 | 4.0 | 144,375 |
| 2018 | 1,034,201 | 45,748,033 | 44,028 | 4.5 | 136,673 |
| 2017 | 1,022,769 | 42,585,256 | 41,637 | 4.5 | 142,000 |
| 2016 | 1,013,103 | 40,182,115 | 39,541 | 4.9 | 140,342 |
| 2015 | 1,009,371 | 38,922,402 | 38,536 | 6.0 | 116,740 |

**Sources:** The source of the "Personal Income" and "Per Capita" information is the Bureau of Economic Analysis.
The source of the "Population" and "Unemployment Rate" information is the Arizona Office of Employment and Population Statistics.

**Note:** N/A indicates that the information is not available.

**Amphitheater Unified School District No. 10**
**Principal Employers**
**Current Fiscal Year and Fiscal Year Nine Years Prior**

| Employer | 2025 Employees | 2025 Percentage of Total Employment | 2016 Employees | 2016 Percentage of Total Employment |
|---|---|---|---|---|
| University of Arizona | 15,620 | 4.30 % | | % |
| Raytheon Company | 13,380 | 3.69 | | |
| United States Department of the Air Force | 9,760 | 2.69 | | |
| Tucson Unified School District | 8,070 | 2.22 | | |
| Banner Health | 7,670 | 2.11 | | |
| Pima County | 7,130 | 1.96 | | |
| Tucson Medical Center | 6,720 | 1.85 | | |
| State of Arizona | 5,470 | 1.51 | | |
| City of Tucson | 4,620 | 1.27 | | |
| Walmart | 4,340 | 1.20 | | |
| Northwest Hospital | | | 1,585 | 2.39 |
| Ventana Medical Systems | | | 1,286 | 1.94 |
| Honeywell International Inc. | | | 800 | 1.21 |
| Oro Valley Hospital | | | 529 | 0.80 |
| El Conquistador | | | 394 | 0.59 |
| Miraval | | | 375 | 0.57 |
| Town of Oro Valley | | | 344 | 0.52 |
| Omni Tucson National | | | 218 | 0.33 |
| Westward Look | | | 165 | 0.25 |
| Tucson Heart Hospital | | | 150 | 0.23 |
| Total | 82,780 | 22.80 % | 5,846 | 8.83 % |
| Total employment | 363,060 | | 66,265 | |

**Source:** The 2025 information is from the Maricopa Association of Governments, Arizona Employer Map, and the 2016 information is from the Star 200.

**Amphitheater Unified School District No. 10**
**Full-Time Equivalent District Employees by Type**
**Last Ten Fiscal Years**

| | Full-time Equivalent Employees as of June 30 | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Supervisory** | | | | | |
| Superintendent | 1 | 1 | 1 | 1 | 1 |
| Assistant superintendents | 2 | 2 | 2 | 2 | 2 |
| Consultants/supervisors of instruction | 39 | 1 | | 8 | 8 |
| Principals | 21 | 21 | 21 | 20 | 20 |
| Assistant principals | 17 | 17 | 17 | 17 | 17 |
| Total supervisory | 80 | 42 | 41 | 48 | 48 |
| **Instruction** | | | | | |
| Teachers | 845 | 845 | 744 | 949 | 882 |
| Aides | 15 | 24 | 55 | 165 | 186 |
| Total instruction | 860 | 869 | 799 | 1,114 | 1,068 |
| **Student Services** | | | | | |
| Guidance Counselors | 19 | 19 | 18 | 20 | 20 |
| Librarians | 8 | 8 | 7 | 24 | 24 |
| Psychologists | 12 | 8 | 9 | 14 | 14 |
| Technicians | 24 | 75 | 1 | 19 | 19 |
| Therapists | 3 | 3 | 11 | 42 | 42 |
| Other | 48 | 39 | 39 | 38 | 38 |
| Total student services | 114 | 152 | 85 | 157 | 157 |
| **Support and Administration** | | | | | |
| Transportation | 95 | 91 | 82 | 122 | 122 |
| Food Service | 100 | 100 | 72 | 124 | 109 |
| Custodial/Maintenance | 150 | 150 | 162 | 166 | 166 |
| Security Services | 106 | 106 | 19 | 60 | 60 |
| Other Administrative Support | 593 | 220 | 10 | 103 | 103 |
| Total support and administration | 1,044 | 667 | 345 | 575 | 560 |
| **Total** | 2,098 | 1,730 | 1,270 | 1,894 | 1,833 |

**(Continued)**

**Amphitheater Unified School District No. 10**
**Full-Time Equivalent District Employees by Type**
**Last Ten Fiscal Years**

| | 2020 | 2019 | 2018 | 2017 | 2016 |
|---|---|---|---|---|---|
| **Supervisory** | | | | | |
| Superintendent | 1 | 1 | 1 | 1 | |
| Assistant superintendents | 2 | 2 | 2 | 1 | |
| Consultants/supervisors of instruction | 8 | 8 | 3 | 6 | 7 |
| Principals | 20 | 20 | 19 | 19 | 18 |
| Assistant principals | 15 | 15 | 16 | 16 | 14 |
| Total supervisory | 46 | 46 | 41 | 43 | 39 |
| **Instruction** | | | | | |
| Teachers | 770 | 778 | 776 | 807 | 773 |
| Aides | 190 | 198 | 209 | 164 | 160 |
| Total instruction | 960 | 976 | 985 | 971 | 933 |
| **Student Services** | | | | | |
| Guidance Counselors | 20 | 19 | 18 | 18 | 16 |
| Librarians | 25 | 25 | 25 | 24 | 24 |
| Psychologists | 20 | 22 | 11 | 13 | 12 |
| Technicians | 5 | 5 | 28 | 30 | 25 |
| Therapists | 45 | 49 | 11 | 20 | 11 |
| Other | 32 | 32 | 90 | 91 | 93 |
| Total student services | 147 | 152 | 183 | 196 | 181 |
| **Support and Administration** | | | | | |
| Transportation | 107 | 107 | 123 | 125 | 127 |
| Food Service | 135 | 135 | 86 | 81 | 82 |
| Custodial/Maintenance | 166 | 163 | 169 | 160 | 161 |
| Security Services | 107 | 107 | 55 | 51 | 54 |
| Other Administrative Support | 102 | 102 | 162 | 147 | 170 |
| Total support and administration | 617 | 614 | 595 | 564 | 594 |
| **Total** | 1,770 | 1,788 | 1,804 | 1,774 | 1,747 |

**Source:** The source of this information is District personnel records.

**(Concluded)**

**Amphitheater Unified School District No. 10**
**Operating Statistics**
**Last Ten Fiscal Years**

| Fiscal Year Ended June 30 | Average Daily Membership | Operating Expenditures | Cost per Pupil | Percentage Change | Expenses | Cost per Pupil | Percentage Change | Teaching Staff | Pupil-Teacher Ratio | Percentage of Free/Reduced Students |
|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 10,816 | $ 153,202,113 | $ 14,164 | 2.04 | $ 182,338,069 | $ 16,858 | 8.99 | 860 | 12.6 | 53.0 % |
| 2024 | 11,324 | 157,185,077 | 13,881 | 7.87 | 175,161,224 | 15,468 | (2.09) | 869 | 13.0 | 45.4 |
| 2023 | 11,295 | 145,343,645 | 12,868 | 16.06 | 178,450,861 | 15,799 | 21.93 | 799 | 14.1 | 47.7 |
| 2022 | 11,588 | 128,481,200 | 11,087 | 2.50 | 150,149,432 | 12,957 | 3.73 | 1,114 | 10.4 | 47.9 |
| 2021 | 10,874 | 117,629,688 | 10,818 | 17.24 | 135,836,858 | 12,492 | 14.66 | 1,068 | 10.2 | 54.4 |
| 2020 | 12,776 | 117,881,733 | 9,227 | 2.01 | 139,195,695 | 10,895 | 9.66 | 960 | 13.3 | 54.4 |
| 2019 | 13,066 | 118,182,226 | 9,045 | 10.00 | 129,813,272 | 9,935 | 9.21 | 976 | 13.4 | 45.4 |
| 2018 | 13,293 | 109,306,625 | 8,223 | (2.29) | 120,928,159 | 9,097 | (3.33) | 985 | 13.5 | 46.5 |
| 2017 | 13,459 | 113,267,840 | 8,415 | 5.28 | 126,656,363 | 9,410 | 3.58 | 971 | 13.9 | 56.0 |
| 2016 | 13,358 | 106,773,383 | 7,993 | (1.32) | 121,360,357 | 9,085 | (2.92) | 933 | 14.3 | 48.2 |

**Source:** The source of this information is the District's financial records.
**Note:** Operating expenditures are total expenditures less debt service and capital outlay.

**Amphitheater Unified School District No. 10**
**Capital Assets Information**
**Last Ten Fiscal Years**

| | Fiscal Year Ended June 30 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** | **2020** | **2019** | **2018** | **2017** | **2016** |
| **Schools** | | | | | | | | | | |
| **Elementary** | | | | | | | | | | |
| Buildings | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 106 | 100 | 99 |
| Square feet | 843,435 | 843,435 | 843,435 | 843,435 | 843,435 | 843,435 | 843,435 | 843,435 | 790,666 | 788,506 |
| Capacity | 8,950 | 8,950 | 8,950 | 8,950 | 8,950 | 8,950 | 8,950 | 8,950 | 7,923 | 7,923 |
| Enrollment | 4,100 | 5,446 | 5,446 | 5,446 | 5,446 | 5,446 | 5,239 | 5,232 | 4,674 | 4,649 |
| **Middle** | | | | | | | | | | |
| Buildings | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 36 | 32 |
| Square feet | 352,666 | 352,666 | 352,666 | 352,666 | 352,666 | 352,666 | 352,666 | 352,666 | 352,666 | 345,664 |
| Capacity | 5,532 | 5,532 | 5,532 | 5,532 | 5,532 | 5,532 | 5,532 | 5,532 | 3,127 | 3,127 |
| Enrollment | 2,360 | 2,923 | 2,923 | 2,923 | 2,923 | 2,923 | 3,079 | 3,137 | 1,806 | 1,728 |
| **High** | | | | | | | | | | |
| Buildings | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 |
| Square feet | 893,460 | 893,460 | 893,460 | 893,460 | 893,460 | 893,460 | 893,460 | 893,460 | 893,460 | 893,347 |
| Capacity | 4,561 | 4,561 | 4,561 | 4,561 | 4,561 | 4,561 | 4,561 | 4,561 | 7,492 | 7,492 |
| Enrollment | 4,356 | 4,511 | 4,511 | 4,511 | 4,511 | 4,511 | 4,577 | 4,638 | 4,626 | 4,648 |
| **Other** | | | | | | | | | | |
| Buildings | 57 | 57 | 57 | 57 | 57 | 57 | 57 | 57 | 57 | 62 |
| Square feet | 465,114 | 465,114 | 465,114 | 465,114 | 465,114 | 465,114 | 465,114 | 465,114 | 465,114 | 428,521 |
| Capacity | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 | 3,501 |
| Enrollment | | | | | | | | | 2,252 | 2,222 |
| **Administrative** | | | | | | | | | | |
| Buildings | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| Square feet | 91,882 | 91,882 | 91,882 | 91,882 | 91,882 | 91,882 | 91,882 | 91,822 | 91,822 | 91,822 |
| **Transportation** | | | | | | | | | | |
| Garages | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Buses | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 131 |
| **Athletics** | | | | | | | | | | |
| Football fields | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Soccer fields | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 |
| Running tracks | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Baseball/softball | 19 | 19 | 19 | 19 | 19 | 19 | 19 | 19 | 19 | 19 |
| Swimming pools | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Playgrounds | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 |
| Sand Volleyball | 12 | 12 | 12 | 12 | 12 | | | | | |

**Source:** The source of this information is the District's facilities records and the Arizona Department of Education 45-1 report.

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# Amphitheater Unified School District No. 10
## Single Audit Report
### Year Ended June 30, 2025

**Amphitheater Unified School District No. 10**
**Single Audit Report**
**For the Year Ended June 30, 2025**

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**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

Governing Board
Amphitheater Unified School District No. 10

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Amphitheater Unified School District No. 10, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise Amphitheater Unified School District No. 10's basic financial statements, and have issued our report thereon dated March 31, 2026. Our report included an emphasis of matter paragraph as to comparability because of the implementation of Governmental Accounting Standards Board Statement No. 101, *Compensated Absences*.

**Report on Internal Control Over Financial Reporting**
In planning and performing our audit of the financial statements, we considered Amphitheater Unified School District No. 10 's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Amphitheater Unified School District No. 10 's internal control. Accordingly, we do not express an opinion on the effectiveness of Amphitheater Unified School District No. 10 's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected, and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item FS-2025-001 that we consider to be a material weakness.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Amphitheater Unified School District No. 10's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standard*s.

**Amphitheater Unified School District No. 10's Response to Finding**

*Government Auditing Standards* requires the auditor to perform limited procedures on the Amphitheater Unified School District No. 10's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. Amphitheater Unified School District No. 10's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Tucson, Arizona
March 31, 2026

**Independent Auditor's Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and
Report on Schedule of Expenditures of Federal Awards
Required by the Uniform Guidance**

Governing Board
Amphitheater Unified School District No. 10

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Amphitheater Unified School District No. 10's compliance with the types of compliance requirements identified as subject to the audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Amphitheater Unified School District No. 10's major federal programs for the year ended June 30, 2025. Amphitheater Unified School District No. 10's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Amphitheater Unified School District No. 10 complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Amphitheater Unified School District No. 10 and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Amphitheater Unified School District No. 10's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Amphitheater Unified School District No. 10's federal programs.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error and express an opinion on Amphitheater Unified School District No. 10's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Amphitheater Unified School District No. 10's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Amphitheater Unified School District No. 10's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Amphitheater Unified School District No. 10's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Amphitheater Unified School District No. 10's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

***Other Matters***

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item 2025-001. Our opinion on each major federal program is not modified with respect to this matter.

*Government Auditing Standards* requires the auditor to perform limited procedures on Amphitheater Unified School District No. 10's response to the noncompliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Amphitheater Unified School District No. 10's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

**Report on Internal Control Over Compliance**

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance, that we consider to be a significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2025-001, to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

*Government Auditing Standards* requires the auditor to perform limited procedures on Amphitheater Unified School District No. 10's response to the internal control over compliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Amphitheater Unified School District No. 10's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Amphitheater Unified School District No. 10 as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise Amphitheater Unified School District No. 10's basic financial statements. We issued our report thereon dated March 31, 2026, which contained unmodified opinions on those basic financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Tucson, Arizona
March 31, 2026

**Amphitheater Unified School District No. 10**
**Schedule of Expenditures of Federal Awards**
**Year Ended June 30, 2025**

| Federal/Pass-Through/Agency | AL Number | Federal Award Number | Expenditures and Transfers | Total Expenditures and Transfers |
|---|---|---|---|---|
| **U.S. Department of Agriculture** | | | | |
| Passed through Arizona Department of Education: | | | | |
| Child Nutrition Cluster: | | | | |
| School Breakfast Program | 10.553 | 7AZ300AZ3 | $ 1,816,797 | $ |
| National School Lunch Program | 10.555 | 7AZ300AZ3 | 3,978,494 | |
| Total Child Nutrition Cluster | | | | 5,795,291 |
| Child and Adult Care Food Program | 10.558 | 7AZ300AZ3 | | 100,856 |
| **Total U.S. Department of Agriculture** | | | | 5,896,147 |
| **U.S. Department of Interior** | | | | |
| Passed through Arizona Department of Education: | | | | |
| Indian Education Assistance to Schools | 15.130 | A24AV00124 | | 37,981 |
| **U.S. Department of Education** | | | | |
| Direct Program: | | | | |
| Indian Education Grants to Local Educational Agencies | 84.060 | N/A | | 14,980 |
| Passed through Arizona Department of Education: | | | | |
| Title I Grants to Local Educational Agencies | 84.010 | S010A240003 | | 4,604,895 |
| Special Education Cluster: | | | | |
| Special Education Grants to States | 84.027 | H027A240007 | 2,938,771 | |
| Special Education Preschool Grants | 84.173 | H173A240003 | 76,830 | |
| Total Special Education Cluster | | | | 3,015,601 |
| Career and Technical Education -- Basic Grants to States | 84.048A | V048A240003 | | 414,995 |
| Education for Homeless Children and Youth | 84.196 | S196A240003 | | 47,401 |
| Twenty-First Century Community Learning Centers | 84.287 | S287C240003 | | 745,188 |
| Gaining Early Awareness and Readiness for Undergraduate Programs | 84.334 | N/A | | 212,535 |
| English Language Acquisition State Grants | 84.365A | S365A240003 | | 168,162 |
| Supporting Effective Instruction State Grants | 84.367 | S367A240049 | | 477,165 |
| Student Support and Academic Enrichment Program | 84.424 | S424A240003 | | 393,253 |
| COVID-19 Education Stabilization Fund | 84.425U | S425U210038 | 353,641 | |
| COVID-19 Education Stabilization Fund | 84.425W | S425W210003 | 41,563 | |
| Total ALN 84.425 | | | | 395,204 |
| **Total U.S. Department of Education** | | | | 10,489,379 |
| **U.S. Department of Health and Human Services** | | | | |
| Passed through Public Consulting Group, Inc.: | | | | |
| Medicaid Cluster: | | | | |
| Medical Assistance Program | 93.778 | N/A | | 188,030 |
| **Total Expenditures of Federal Awards** | | | | $ 16,611,537 |



See accompanying notes to schedule.

**Amphitheater Unified School District No. 10**
**Notes to the Schedule of Expenditures of Federal Awards**
**Year Ended June 30, 2025**

## Significant Accounting Policies Used in Preparing the SEFA

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of Amphitheater Unified School District No. 10 under programs of the federal government for the year ended June 30, 2025. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position or cash flows of the District. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Any negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

## De Minimis Indirect Cost Rate

The auditee did not use the de minimis indirect cost rate.

## Assistance Listing Numbers

The program titles and Assistance Listing numbers were obtained from the federal or pass-through grantor or through sam.gov. If the three-digit Assistance Listing extension is unknown, there is a U followed by a two-digit number in the Assistance Listing extension to identify one or more Federal award lines from that program. The first Federal program with an unknown three-digit extension is indicated with U01 for all award lines associated with that program, the second is U02, etc.

**Amphitheater Unified School District No. 10**
**Schedule of Findings and Questioned Costs**
**Year Ended June 30, 2025**

**Summary of Auditor's Results:**

*Financial Statements*

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: Yes

Noncompliance material to financial statements noted: No

*Federal Awards*

Type of auditor's report issued on compliance for major programs: Unmodified

Internal control over major programs:

- Significant deficiency(ies) identified: Yes
- Material weakness(es) identified: No

Any audit findings disclosed that are required to be reported in accordance with §200.516 of Uniform Guidance: Yes

Identification of major programs:

| Assistance Listing Numbers | Name of Federal Programs or Clusters |
|---|---|
| 84.010 | Title I Grants to Local Educational Agencies |
| 84.027, 84.173 | Special Education Cluster |

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee: No

**Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*:** Yes

**Findings and Questioned Costs Related to Federal Awards:** Yes

**Summary Schedule of Prior Audit Findings required to be reported:** Yes

**Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards***

**Finding Number:** FS-2025-001
**Repeat Finding:** Yes, FS-2024-001
**Type of Finding:** Material Weakness
**Description:** Cash Reconciliations with the County Treasurer

Criteria
Management is responsible for establishing and maintaining internal controls in accordance with an established framework, including reconciliation controls for cash on deposit with the County Treasurer. The purpose of the control is to ensure cash balances are accurately recorded in the general ledger. Differences identified during the reconciliation process must be investigated and promptly resolved. The reconciliation control activity has historically been the responsibility of and performed by the County School Superintendent's (CSS) office.

Condition
The preparation of the cash reconciliation between the District's cash balances and the County Treasurer's balances was not completed in a timely manner. Additionally, reconciling items identified were not fully researched or resolved after the completion of each month's reconciliation. Moreover, the preparation of the cash reconciliation between the District's cash balances and the CSS's balances was not completed in a timely manner.

Cause
The District relied on the CSS to reconcile cash balances to the County Treasurer. While cash reconciliation controls at the CSS were designed and in place, they did not operate effectively for the period. Delayed reconciliations from prior years were the immediate focus of CSS staff, and reduced resources available to address reconciliations for the current fiscal year. Additionally, the District was unable to reconcile its records to the CSS timely based on staff performance at the CSS.

Effect
The District may not be able to effectively manage its finances and is at risk of undetected errors in the financial statements.

Context
Nine of the monthly reconciliations prepared by the CSS Office were completed between two and nine months after the close of the respective months. Additionally, while reconciling items were identified each month, adjustments were not posted to the financial records to correctly state cash balances and related activity. The year end reconciliation performed by the CSS Office also identified a number of reconciling items that remained unresolved. Additionally, the District's monthly cash reconciliations to the CSS were not completed timely and unreconciled differences were not researched and resolved. The sample was not intended to be, and was not, a statistically valid sample.

**Amphitheater Unified School District No. 10**
**Schedule of Findings and Questioned Costs**
**Year Ended June 30, 2025**

**Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards***

**Finding Number:** FS-2025-001

Recommendation
The District should work with the CSS to ensure that the cash reconciliations are being performed in a timely manner, and identified differences are promptly researched and resolved.

Views of Responsible Officials
See Corrective Action Plan.

**Findings and Questioned Costs Related to Federal Awards**

**Finding Number:** 2025-001
**Repeat Finding:** Yes, 2024-001
**Program Name/Assistance Listing Title:** Child Nutrition Cluster
**Assistance Listing Numbers:** 10.553, 10.555
**Federal Agency:** U.S. Department of Agriculture
**Federal Award Numbers:** 7AZ300AZ3
**Pass-Through Agency:** Arizona Department of Education
**Questioned Costs:** $20,792
**Type of Finding:** Noncompliance, Significant Deficiency
**Compliance Requirement:** Allowable Costs/Cost Principles

Criteria
Under 2 CFR §200.303, the District is required to establish and maintain effective internal controls over the federal award that provides reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Additionally, 2 CFR §200.439 requires capital expenditures for special purpose equipment with a unit cost of $5,000 or more to have the prior written approval of the Federal awarding agency or pass-through entity. This includes ensuring a Capital Expenditure Pre-Approval Request Form is submitted to Arizona Department of Education (ADE) for approval prior to purchasing equipment that is not included on ADE's Food and Nutrition Service approved equipment list.

Condition
The District did not submit a Capital Expenditure Pre-Approval Request Form to ADE for approval prior to purchasing equipment items not on the ADE Pre-Approved Capital Equipment list.

Cause
The District did not have adequate controls in place to ensure a Capital Expenditure Pre-Approval Request Form was submitted and approved prior to purchasing items not on the ADE Pre-Approved Capital Equipment list.

Effect
The District charged unallowable costs to the program.

Context
The District purchased a coin sorting machine for $6,875 and a soft serve machine for $13,917 without submitting a Capital Expenditure Pre-Approval Request Form to ADE for approval prior to purchasing items not on the ADE Pre-Approved Capital Equipment list. The sample was not intended to be, and was not, a statistically valid sample.

Recommendation
Management should review all transactions to ensure that program costs are allowable and in adherence to applicable federal requirements.

**Amphitheater Unified School District No. 10**
**Schedule of Findings and Questioned Costs**
**Year Ended June 30, 2025**

**Findings and Questioned Costs Related to Federal Awards**

**Finding Number:** 2025-001

Views of Responsible Officials
See Corrective Action Plan.

AMPHITHEATER
Public Schools

FINANCE & ACCOUNTING
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Chief Financial Officer
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SUPERINTENDENT
Todd A. Jaeger, J.D.

March 31, 2026

To Whom It May Concern:

The accompanying Corrective Action Plan has been prepared as required by U.S. Office of Management and Budget Uniform Guidance. The name of the contact person responsible for corrective action, the planned corrective action, and the anticipated completion date for each finding included in the current year's Schedule of Findings and Questioned Costs have been provided.

In addition, we have also prepared the accompanying Summary Schedule of Prior Audit Findings which includes the status of audit findings reported in the prior year's audit.

Sincerely,

Cliff Wadhams
Business Manager



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 in its 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.

**Amphitheater Unified School District No. 10**
**Corrective Action Plan**
**Year Ended June 30, 2025**

**Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards***

Finding Numbers: FS-2025-001, FS-2024-001, FS-2023-001
Contact Person: Cliff Wadhams, Business Manager
Anticipated Completion Date: June 30, 2026
Planned Corrective Action: Working with the County to receive final data on a timely basis to allow the District to complete reconciliations in a timely manner.

**Findings and Questioned Costs Related to Federal Awards**

Finding Numbers: 2025-001, 2024-001
Program Name/Assistance Listing Title: Child Nutrition Cluster
Assistance Listing Numbers: 10.553, 10.555, 10.559
Contact Person: Cliff Wadhams, Business Manager
Anticipated Completion Date: Training has already been implemented and in place.
Planned Corrective Action: Working with Food Service Department and training on proper procurement procedures for assets.

**Amphitheater Unified School District No. 10**
**Summary Schedule of Prior Audit Findings**
**Year Ended June 30, 2025**

**Status of Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards***

Finding Numbers: FS-2024-001, FS-2023-001
Status: Not corrected. See current year finding FS-2025-001.
Planned Corrective Action: Working with the County to receive final data on a timely basis to allow the District to complete reconciliations in a timely manner.

**Status of Findings and Questioned Costs Related to Federal Awards**

Finding Number: 2024-001
Program Name/Assistance Listing Title: Child Nutrition Cluster
Assistance Listing Numbers: 10.553, 10.555, 10.559
Status: Not corrected. See current year finding 2025-001.
Planned Corrective Action: Working with Food Service Department and training on proper procurement procedures for assets

Finding Number: 2024-002
Program Name/Assistance Listing Title: COVID-19 Education Stabilization Fund
Assistance Listing Numbers: 84.425D, 84.425U
Status: The requirements that were in effect during fiscal year 2023-24 are no longer applicable under the 2025 compliance supplement.

# Amphitheater USD

## Instructions

Arizona Revised Statutes (A.R.S.) §15-271 requires the Arizona Auditor General to inform any school district failing to establish and maintain the requirements prescribed by the *Uniform System of Financial Records for Arizona School Districts* (USFR) that it has 90 days to correct the cited deficiencies. The USFR prescribes the minimum internal control policies and procedures to be used by Arizona school districts for accounting, financial reporting, budgeting, attendance reporting, and various other compliance requirements. To help the Arizona Auditor General determine whether a district has attained an acceptable degree of compliance with USFR requirements, the audit firm must complete this USFR Compliance Questionnaire (Questionnaire).

A.R.S. §§15-213(F) and 15-914(G) require districts to have a systematic review of their purchasing practices and average daily membership (ADM), respectively, performed in conjunction with their annual or biennial financial audit to determine whether the district complied with the applicable State of Arizona procurement and student attendance laws and rules. Auditor completion of the Procurement and Student attendance reporting Questionnaire sections constitutes the required systematic reviews.

Audit firms must gain an understanding of the district's internal controls and obtain and document sufficient, appropriate evidence annually to support each Questionnaire response. These instructions, the Questionnaire questions, and the required review procedures constitute the minimum audit standards for completing the Questionnaire. Required review procedures are included in the Questionnaire and in the "tooltip" next to applicable questions in the web-based auditor submission Questionnaire. The Arizona Auditor General may reject Questionnaires that are not prepared in compliance with the minimum audit standards.

- Audit documentation must describe the procedures performed, items reviewed, and the results of such procedures and reviews to support the auditor's Questionnaire responses and related comments.
- Evidence may be obtained through test work, observation, examination, and client assertion. However, client assertion alone is not adequate evidence to support "Yes" responses on the Questionnaire.
- The audit firm must determine the district reviewed documents and transactions and provided sufficient evidence of approval including manual or electronic signatures or initials and date of review.
- Audit firms must consider population size in determining the number of items to test (i.e., sample, scan, review, examine, or observe), and the items selected should be representative of the population. Therefore, testing 1 transaction, record, or item is not sufficient. The Credit cards and purchasing cards, Procurement, and Student attendance reporting Questionnaire sections prescribe minimum sample sizes for specific questions. Population and samples sizes used for test work should be entered in the fields provided next to the applicable questions throughout the Questionnaire.
- A **"Yes"** response indicates that the audit firm has determined that the district complied with the USFR for that question based on auditor obtained evidence. Several review procedures allow for auditors to determine whether the district implemented compensating controls when recommended USFR procedures could not be implemented due to limited staff size. When compensating controls are found, auditors should answer the question "Yes" and describe in the comments the compensating controls in place to meet the question's objective. However, the Arizona Auditor General makes the final determination of compliance with the USFR based on the evidence presented in the Questionnaire, audit reports, audit documentation, and any other sources of information available.
- A **"No"** response indicates the district did not comply with the USFR for that question. Audit firms must explain the district's deficiency noted for all "No" responses in the comment box below the question. Deficiencies must be described in sufficient detail to enable the Arizona Auditor General to determine the nature and significance of the deficiency for: (a) assessing compliance with the USFR, (b) appropriately describing the deficiency in a report, and (c) testing compliance during a status review. The description should include the number of items tested and the number of exceptions noted, dollar amount of the error, and any other relevant information that would provide context for the deficiency. For deficiencies related to processes required at regular intervals

such as monthly bank reconciliations, the description should adequately describe whether the district's processes did not meet required intervals or were not completed at all. Each deficiency comment should specifically describe how the district did not meet the USFR requirement described in the related question. Cash and revenues questions apply to all the district's cash and revenue, including food service, auxiliary operations, extracurricular activities fees tax credit, and student activities receipts and bank accounts. Comments for "No" responses to these questions should indicate the type of receipt or bank account to which the deficiency applies.

- An **"N/A"** response indicates the district did not have activity related to the USFR requirements for that question. The audit firm **must** explain all "N/A" responses in the comment box below the question, unless the reason for the N/A is obvious.

The questions in the Questionnaire do not address all requirements of the USFR. If the audit firm is aware of noncompliance with a requirement of the USFR that is not addressed in the Questionnaire, including the Arizona Administrative Code (A.A.C.), Title 7, Ch. 2, Articles 10 and 11, (School District Procurement Rules) and the Arizona Department of Education's (ADE) membership and attendance guidelines, the audit firm should include the compliance findings in its reports issued in accordance with Governmental Auditing Standards and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, as applicable.

The audit firm must make the resulting audit documentation supporting the audit firm's Questionnaire responses and comments available on request for the Arizona Auditor General and the ADE's review. To facilitate this review, the audit firm should include in the audit documentation a copy of the Questionnaire with references to the audit procedures performed for each question.

Once the audit firm has completed, reviewed, and signed the Questionnaire, it must submit it electronically to the Arizona Auditor General by following the instructions at the end of the web-based auditor submission Questionnaire. Audit firms should print the file to PDF to create the Questionnaire document to distribute to the district. As required by A.R.S. §15- 914(D), the district must submit the completed Questionnaire with the audit reporting package to the district's county school superintendent's office and ADE.

## Governing board/management procedures

**Objective: To determine whether the governing board and District management have established and implemented certain procedures as required by statute.**

01. The District held governing board meetings in accordance with A.R.S. §§38-431 to 38-431.09, and prepared and retained written minutes and/or recordings. — Yes

02. The District annually provided governing board members and employees guidance on what constitutes a substantial interest and that the conflict-of-interest (COI) statutes apply to all District governing board members and employees as a part of their employment. A.R.S. §§38-502, A.R.S. 38-503, and 38-509 — No

The District did not annually provide guidance to all governing board members and employees on what constitutes a substantial interest and did not notify all governing board members and employees that disclosing substantial interests is required as a part of their employment.

03. The District annually obtained COI forms that allowed governing board members and employees to make known and fully disclose a COI in any contract, sale, purchase, service, or decision, and prior to accepting the forms, management reviewed the information to ensure governing board members and employees properly completed the form and sufficiently disclosed the required information. A.R.S. §§38-502 and 38-503

No

The District did not obtain conflict of interest forms from all employees.

04. The District maintained, for public inspection, a special file with all documents necessary to memorialize all governing board members and employees COI disclosures. A.R.S. §38-509

Yes

05. Employees or governing board members with reported conflicts, except as provided in A.R.S. §15-323, refrained from voting upon or otherwise participating in any manner in that contract, sale, purchase, service, or decision of the school district. A.R.S. §§38-502 and 38-503(A) and (B)

Yes

06. The District's management notified the Arizona Auditor General and appropriately resolved all allegations of theft, fraud, or misuse of District monies and assets in a timely manner.

N/A

No allegations of theft, fraud, or misuse during fiscal year 2024-25.

07. The governing board established written personnel and payroll policies and approved employee contracts, wage agreements, salary and wage schedules, and any other agreed-upon terms of employment.

Yes

08. The governing board appointed a student activities treasurer and, if applicable, assistant student activities treasurers. A.R.S. §15-1122

Yes

09. The governing board received monthly Student Activities Fund Reports of Cash Receipts, Disbursements, Transfers, and Cash Balances that were accurately prepared. A.R.S. §15-1123

No

Reports of student activities cash receipts, disbursements, transfers, and cash balances were not always submitted to the Governing Board on a monthly basis.

10. The governing board approved student clubs' and organizations' fund-raising events. A.R.S. §15-1121 and AG Opinion I84-018

Yes

Sample

15

11. The governing board obtained voter approval to construct buildings and purchase or lease school sites, unless otherwise exempted by A.R.S. §15-342(25).

N/A

No such expenditures.

## Budgeting

**Objective: To determine whether the District's budget preparation processes ensure that the District properly allocates the monies it receives, stays within those budgets, and accurately informs the public about the use of those monies.**

01. The budget included all funds as required by A.R.S. §15-905 and followed the form's Budget —Submission and Publication Instructions.

Yes

02. Total budgeted expenditures on the originally adopted budget for the Maintenance and Operation (M&O) and Unrestricted Capital Outlay Funds (UCO) were less than or equal to the budgeted amounts on the published proposed budget and within the general budget limit (GBL) and the unrestricted capital budget limit (UCBL). A.R.S. §15-905(E)

Yes

03. The District revised its budget on or before December 15, if ADE notified the District that its M&O or UCO Fund budgeted expenditures exceeded the GBL or UCBL. A.R.S.§15-905(E). N/A

Revision not required.

04. The District completed its revised expenditure budget before May 15 and filed it electronically with the Superintendent of Public Instruction by May 18. A.R.S.§15-905(I). Yes

05. The District reduced the budget by the prior year's overexpenditure (or a portion of the prior year's overexpenditure, as approved by the Superintendent of Public Instruction) or the District began the process to correct its prior year's data that impacts state-aid and/or budget capacity. A.R.S.§§15-905(M) and 15-915 N/A

No prior year over-expenditure.

## Accounting records

**Objective: To determine whether the District accurately maintains accounting records to provide support for financial information. Test work should indicate the procedures performed to document what processes and controls the District has in place to reduce the risk of undiscovered errors that would affect the reliability of information reported to the public and oversight agencies, such as tracing detailed source documents to the District's trial balance that agree to the financial statements.**

01. The District coded transactions in accordance with the USFR Chart of Accounts. Yes

02. The District sequentially numbered journal entries and retained supporting documentation and evidence that journal entries were signed, dated, and approved by someone other than the preparer. Yes

| Population | Sample |
|---|---|
| 966 | 25 |

03. The District transferred monies only between funds listed in the USFR §III Chart of Accounts–Authorized Transfers. Yes

Population 73

Sample 73

04. The District documented a monthly reconciliation of its revenues, expenditures, transfers, and cash balances by fund monthly and at year-end, after all encumbrance transactions were recorded, to the county school superintendent (CSS) and county treasurer records, as applicable, and properly researched and resolved differences. No

Cash reconciliations with the County Treasurer were not reconciled in a timely manner. Nine of the monthly reconciliations prepared by the CSS Office were completed between two and eight months after the close of the respective months. In addition, the monthly and year end reconciliation performed by the CSS identified a number of reconciling items that remain unresolved. Moreover, the District's monthly reconciliations with the CSS were not completed timely and unreconciled differences were not researched and resolved.

## Cash and revenue

**Objective: To determine whether the District maintained controls over cash transactions to safeguard monies, protect employees involved in handling monies from accusations of misuse, and reduce the risk of theft or loss. Test work for cash and revenue should document how the processes work, employees involved in those processes, and how the processes were verified.**

01. The District maintained only authorized bank accounts as listed in the USFR and did not have any inactive bank accounts. No

The District operated more than one auxiliary operations bank account: Auxiliary Operations Account - Non-High School District-Wide Auxiliary Operations - Active; AHS Auxiliary Operations Fund - Site-Based Auxiliary Operations - Active; CDO HS Auxiliary Operations Fund - Site-Based Auxiliary Operations - Active; IRHS Auxiliary Operations Fund - Site-Based Auxiliary Operations - Active.

02. The District used an M&O Fund revolving bank account in accordance with A.R.S. §15-1101. Yes

03. The District used miscellaneous receipts clearing bank account(s) in accordance with A.R.S. §15-341(A)(20). Yes

04. The District used a Food Service Fund clearing bank account(s) in accordance with USFR page X-F-5 and Arizona Attorney General Opinion I60-35. No

Disbursements from the Food Service Fund clearing bank account were not always made to the County Treasurer; specifically, disbursements were made for refunds. In addition, the Food Service Fund clearing bank account was not cleared to the County Treasurer timely for the months of March 2025 and May 2025.

05. The District used a Food Service Fund revolving bank account in accordance with A.R.S. §15-1154. Yes

06. The District used an Auxiliary Operations Fund bank account in accordance with A.R.S. §15-1126. Yes

07. The Auxiliary Operations Fund bank or treasurer account deposits included all monies raised in connection with the activities of school bookstores and athletics. A.R.S. §15-1125. Yes

| Population | Sample |
|---|---|
| 5780 | 15 |

08. The extracurricular activities fees tax credit (tax credit) monies were included in the Auxiliary Operations Fund or separately accounted for in an Extracurricular Activities Fees Tax Credit Fund. A.R.S. §15-341(A)(19 and (20) Yes

09. The District used the Auxiliary Operations Fund revolving bank account(s) in accordance with A.R.S. §15-1126. N/A

No account.

10. The District used the Student Activities Fund bank account(s) in accordance with A.R.S. §15-1122. Yes

11. The Student Activities Fund monies were deposited in a bank or treasurer account designated as the Student Activities Fund account. No

For three of 15 student activities cash receipts reviewed, the District did not provide a cash collection summary.

12. The District used the Student Activities Fund revolving bank account in accordance with A.R.S. §15-1124. N/A

No account.

13. The District used the federal payroll tax withholdings bank account in accordance with USFR page VI-H-6. N/A

No account.

14. The District used the State income tax withholdings bank account in accordance with A.R.S. §15-1222. N/A

No account.

15. The District used the employee insurance programs withholdings bank account(s) in accordance with A.R.S. §15-1223. Yes

16. The District used the payroll direct deposits clearing bank account in accordance with A.R.S. §15-1221. Yes

17. The District used the electronic payments clearing bank account in accordance with A.R.S. §15-1221. Yes

18. The District used the grants and gifts to teachers bank account in accordance with A.R.S. §15-1224. N/A

No account.

19. The District used the principals' supplies bank account(s) in accordance with A.R.S. §15-354. N/A

No account.

20. The use of debit cards was prohibited as a payment method associated with any District bank account. Yes

21. The District paid bank charges from only the M&O Fund revolving bank account, Food Service Fund revolving bank account, Auxiliary Operations Fund bank account, and Auxiliary Operations Fund revolving bank account(s) or, if not, the bank charges were reimbursed from an appropriate District fund or bank account. Yes

22. The District separated responsibilities for cash-handling and recordkeeping among employees (i.e., receiving, depositing, and recording revenues), to safeguard monies. Yes

23. The District supported deposits with issued receipts, cash receipt summary reports, mail logs, etc., and reconciled sales to amounts collected with summary reports or ticket logs. Yes

Sample

35

24. The District's deposits were made in a timely manner and supported by deposit slips or other deposit transmittal documentation. No

For three of five miscellaneous and four of 15 auxiliary operations cash receipts reviewed, the deposits were not made timely. For three of 15 student activities cash receipts reviewed, a cash collection summary was not provided to determine if the deposit was made timely.

Sample

35

25. The District's deposits with the county treasurer were reconciled. Yes

26. The District retained supporting documentation for disbursements from bank accounts. Yes

Sample

44

27. The District safeguarded unused checks. Yes

28. The District safeguarded signature stamps, signature plates, and electronic or digital signatures used for approving accounting transactions, checks, and other District documents to ensure that access was limited to only the employee whose signature they represented. Yes

29. An employee not involved with cash-handling or issuing checks reconciled all District bank accounts monthly, and an employee independent of the cash-handling process reviewed, signed, and dated the monthly bank reconciliations. Yes

30. The District tracked and reconciled the number of meals sold to the total cash collected per day. Yes

## Supplies inventory

**Objective: To determine whether the District has effective controls in place to safeguard significant amounts of supplies stored for future use, report inventories, and prevent theft, overstocking, understocking, spoilage, and obsolescence.**

01. The District maintained supplies inventory for significant amounts of supplies stored for future use and physically safeguarded supplies to prevent unauthorized use, theft, damage, and obsolescence and enable accurate financial reporting. Yes

## Property control

**Objective: To determine whether the District has effective controls to safeguard property from theft and misuse since significant resources are invested in acquiring and maintaining District property. Test work should be completed on a sample basis annually and documented to ensure that land, buildings, and equipment are properly valued, classified, and reported on the stewardship and capital assets lists.**

01. The District maintained a capital assets list that included all required information listed in the USFR for all land, land improvements, buildings, building improvements, and equipment with costs that exceed the District's adopted capitalization threshold. Yes

The capital asset listing was maintained in Visions and Excel.

02. The District had security controls in place to help prevent theft, loss, unauthorized use, or damage to District property. Yes

03. The District recorded additions including financed assets on the capital assets list and reconciled capitalized acquisitions to capital expenditures at least annually. Yes

04. The District's stewardship list for items costing at least $1,000 but less than the District's capitalization threshold, including financed assets, included all required information. Yes

The stewardship listing was maintained in Visions.

05. The District's capital assets and stewardship items were identified as District property, properly tagged, and included on the corresponding list. Yes

06. The District reconciled the current year's June 30 capital assets list to the previous year's June 30 list. Yes

07. The District performed a physical inventory of all equipment at least every 3 years and reconciled the inventory results to the stewardship and capital assets lists upon completion. Yes

Data Entry

Inventory completed anc

08. The governing board or authorized designee approved stewardship and capital asset disposals during the fiscal year, and the District removed the assets from the corresponding list and disposed of them in accordance with A.A.C. R7-2-1131. Yes

Data Entry

8/27/24, 2/25/25

## Expenditures

**Objective: To determine whether the District has effective controls for expenditures in place to ensure expenditures are for an allowable District purpose. Test work should document processes and controls that demonstrate expenditure transactions are properly approved, are for an amount within budget capacity or available cash, and protect employees from allegations of misuse.**

01. The District separated responsibilities for expenditure processing among employees (i.e., voucher preparation, recordkeeping, and authorization). Yes

02. The District monitored budget capacity in budget-controlled funds and cash balances in cash-controlled funds before approving purchase orders (PO) and authorizing expenditures, except as authorized in A.R.S. §§15-207, 15-304, 15-907, and 15-916. No

For one of 50 disbursements reviewed, the purchase order was prepared after the goods or services were ordered. Additionally, the Career Technical Education and Intergovernmental Agreement - Preschool Classes Funds had deficit cash balances of $1,100 and $70,764, respectively, as of June 30, 2025.

03. The District's expenditures were made only for allowable District purposes, properly satisfied the specific purposes required for any restricted monies spent, and were adequately supported by documentation required by the USFR. Yes

Sample

100

04. The District's extracurricular activities fees tax credit monies were expended only for eligible activities that qualified under A.R.S. §§43-1089.01 and 15-342(24). Yes

| Population | Sample |
| --- | --- |
| 704 | 15 |

05. The District's Student Activities Fund disbursements and transfers of monies among student clubs were issued only when cash was available in the student club account and properly authorized by or on behalf of the student members of a particular club and documented in the club minutes. Yes

06. The District agreed invoice amounts to contract pricing and terms and conditions for expenditures made through written quotes or competitively awarded contracts, including cooperative contracts. Yes

07. The District prepared an Advice of Encumbrance for levy funds based on the list of liabilities for goods or services received but not paid for by June 30, including payroll, and filed it with the CSS by July 18. A.R.S. §15-906 (Districts authorized by A.R.S. §15-914.01 to participate in the accounting responsibility program should perform the duties as described in A.R.S. §15-304.) Yes

08. The District properly prepared the Career Technical Education District (CTED) Supplanting worksheet and adequately supported that monies received from a CTED were used only for career and technical education and to supplement, rather than supplant, the District's base year career and technical education courses. A.R.S. §15-393 Yes

09. The District retained fully executed copies of each intergovernmental agreement (IGA) and payments for services were made or received, as applicable. A.R.S. §11-952 Yes

## Travel

**Objective: To determine whether the District implemented effective controls to ensure employees and governing board members were traveling for District purposes and travel expenditures and reimbursements complied with the Arizona Department of Administration (ADOA) limits.**

01. The District's travel expenditures (lodging, meals, and incidentals) and mileage reimbursements were for District purposes and reimbursed within the maximum reimbursement amounts established by the Director of the ADOA and in accordance with governing-board-prescribed policies and procedures. Amounts were reimbursed and reported as a taxable employee benefit if no overnight stay or no substantial sleep/rest occurred. A.R.S. §15-342(5)

No

For one of five travel reimbursements reviewed, the employee was reimbursed for meals in excess of the maximum established by the ADOA, resulting in an overpayment of $29.50.

| Population | Sample |
|---|---|
| 1135 | 5 |

## Credit cards and p-cards

**Objective: To determine whether the District has implemented effective controls over credit card and purchasing card (p-card) purchases to help reduce the risk of misuse and unapproved or fraudulent transactions.**

01. The District used credit cards.

N/A

No credit cards.

Data Entry

0

02. The District used p-cards.

Yes

Data Entry

18

03. The District ensured different employees were responsible for issuing cards; requesting, authorizing, and executing purchases; and payment processing.

Yes

04. The District issued and tracked possession of all District credit cards and trained employees who make credit card purchases or process transactions on the District's policies and procedures. Yes

05. The District recovered cards immediately from terminated employees. Yes

06. The District's management periodically reviewed purchases for unauthorized vendors and purchases over approved limits and/or purchases that circumvent the procurement rules and District policies. Yes

07. The District ensured someone other than a card user reconciled credit card and p-card supporting documentation and billing statements. Yes

08. The District's card purchases were only for authorized District purposes, within the dollar limits authorized for the employee, and supported by valid receipts or transaction logs that clearly identify the employee making the purchase. Yes

09. The District paid credit card and p-card statements before the due date to avoid finance charges and late fees. Yes

## Procurement

**Objective: To determine whether the District followed the A.A.C. (School District Procurement Rules) and USFR purchasing guidelines to promote fair and open competition among vendors that helps ensure the District is getting the best value for the public monies it spends.**

01. The District requested at least 3 written quotes for purchases costing at least $10,000 but less than $100,000 and followed the guidelines prescribed by the USFR. — No

For one of 15 purchases reviewed, three written quotes were not obtained.

| Population | Sample |
|---|---|
| 620 | 15 |

02. The District properly procured expenditures that individually or cumulatively totaled over $100,000. — Yes

03. The District maintained a list of prospective bidders. A.A.C. R7-2-1023 — Yes

04. The District issued solicitations for invitation for bids (IFB) or request for proposals (RFP) during the fiscal year. — Yes

05. The District published and, as applicable, provided other adequate notice of the issuance of solicitations. A.A.C. R7-2-1022, R7-2-1024(C), or R7-2-1042(C) — Yes

| Population | Sample | Data Entry |
|---|---|---|
| 5 | 5 | 1 IFB, 4 RFPs |

06. The District issued solicitations at least 14 days before the time and date set for bid opening or the closing date and time for receipt of bids or proposals. A.A.C. R7-2-1024(A) or R7-2-1042(B) — Yes

07. The District included all required content in the solicitation, as applicable. A.A.C. R7-2-1024(B) or R7-2-1042(A) — Yes

08. The District recorded the time and date that sealed bids or proposals were received and stored bids or proposals unopened until the time and date set for opening. A.A.C. R7-2-1029 or R7-2-1045 — Yes

09. If the District awarded multiple contracts, it established and followed procedures for the use and award of multiple contracts. A.A.C. R7-2-1031(D) and R7-2-1050(C) — Yes

10. The District evaluated bids/proposals and awarded contracts according to A.A.C. R7-2-1031, R7-2-1032, R7-2-1046(A)(1), or R7-2-1050 and retained documentation to support the award(s). — Yes

11. If the District procured construction projects that used construction-manager-at-risk, design-build, job-order-contracting, or qualified select bidders lists to procure construction services, it complied with the requirements of A.A.C. R7-2-1100 through R7-2-1115. — N/A

No such procurements.

12. The District obtained signed procurement disclosure statements for all procurement consultants, members of a procurement advisory group, or evaluation committee involved in each specific procurement process. A.A.C. R7-2-1008 — Yes

13. The District prepared the applicable written determinations as required by the specific procurement rule(s). A.A.C. R7-2-1004 — Yes

14. The District followed A.R.S. §15-213, and A.A.C. R7-2-1093 for the use of multi-term contracts. — Yes

15. The District followed A.A.C. R7-2-1117 through R7-2-1123 for contracts for specified professional services. — N/A

No such contracts.

16. The District's procurement files included the required information, as applicable. A.A.C. R7-2-1001(97) — Yes

17. The District provided training and guidance related to restrictions on soliciting, accepting, or agreeing to accept any personal gift or benefit with a value of $300 or more. A.R.S. §15-213(N) and A.A.C. R7-2-1003 — No

The District did not maintain documentation that training and guidance was provided to all employees related to restrictions on soliciting, accepting, or agreeing to accept any personal gift or benefit with a value of $300 or more.

18. The District used only school district purchasing cooperatives contracts from cooperatives it was a member of or used only lead district contracts that it was listed as a member of in the solicitation or ensured its additional purchases would not have materially increased the volume stated in the original solicitation. A.A.C. R7-2-1191 through R7-2-1195 — Yes

19. The District performed due diligence to support the use of each cooperative or lead district contract the District made purchases from during the audit period. A.A.C. R7-2-1191(D) — Yes

| Population | Sample | Data Entry |
|---|---|---|
| 176 | 10 | Mohave, OMNIA, SAVE ( |

20. The District prepared written determinations for any specified professional services, construction, construction services, or materials purchased through a school purchasing cooperative. A.A.C. R7-2-1004 and A.R.S. §15-213(B)

Yes

21. The District, when acting as a lead district in a procurement, followed the procurement procedures required for competitive sealed bidding or competitive sealed proposals, as applicable, and considered the total estimated volume of purchases for all public procurement units identified in the solicitation. A.A.C. R7-2-1011

N/A

District did not act as lead.

| Population | Sample | Data Entry |
|---|---|---|
| 0 | 0 | N/A |

22. For all emergency procurements, the District retained a written statement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable, and this statement was signed by the individual authorized to initiate emergency procurements. A.A.C. R7-2-1055 and R7-2-1056

N/A

No emergency procurements.

| Sample |
|---|
| 0 |

23. The District's governing board approved all sole-source procurements before any purchases were made, and the written determinations were retained in the procurement files. A.A.C. R7-2-1053 and R7-2-1086

Yes

| Sample |
|---|
| 73 |

24. For any purchase of services from governing board members or goods or services from District employees, regardless of the expenditure amount, the District followed the School District Procurement Rules, except as authorized by A.R.S. §15-323. N/A

No such purchases.

25. The District followed the School District Procurement Rules for purchases of any supplies, materials, and equipment from governing board members if the purchase exceeded $100,000, or followed the guidelines for written quotes if below the threshold. A.R.S. §38-503(C) N/A

No such purchases.

26. For purchases the District made from General Services Administration (GSA) schedules 70-IT and 84-Law Enforcement, the governing board first authorized the contracts in writing. A.R.S. §15-213(K) and A.A.C. R7-2-1196(C) N/A

No such purchases.

## Classroom site fund

**Objective: To determine whether the District appropriately spent these State sales tax revenues for teacher pay and programs to support students, such as class size reduction, dropout prevention, and tutoring, as allowed by law.**

01. The District's Classroom Site Fund (CSF) expenditures did not exceed its Classroom Site Fund Budget Limit (CSFBL). Yes

02. The District adopted a performance-based compensation system for at least a portion of its CSF monies and ensured CSF expenditures were made only for allowable purposes listed in A.R.S §15-977. See CSF FAQs. Yes

03. The District's CSF monies were used to supplement, rather than supplant, existing funding from all other sources (see CSF FAQ 3). Yes

## Payroll

**Objective: To determine whether the District has implemented effective controls to reduce the risks associated with payroll expenditures by documenting evidence of review, verification, and approval to ensure employees are appropriately compensated.**

01. The District's payroll-processing responsibilities (i.e., adding new employees, adjusting pay, payroll preparation, payroll authorization, and warrant distribution) were separated among employees. — Yes

02. The District established a delayed payroll system for hourly employees that did not delay payments more than 7 business days during its normal 2-week payroll processing cycle and allowed adequate time for payroll adjustments to be made, if needed, between the end of the pay period and the payment date. — Yes

03. The District required employees' contracts or personnel/payroll action forms to document the employees' election for prorated compensation. — No

For one of 29 contract employees reviewed, the District did not retain the employee's election for prorated compensation.

04. The District ensured any adjustments to pay for employees who received prorated wage payments during the year were based on each employee's official rate of pay. — N/A

No hourly employees receive prorated payments.

| Population | Sample |
|---|---|
| 0 | 0 |

05. The District ensured hourly employees were not paid for more than the actual hours worked to date. — Yes

| Population | Sample |
|---|---|
| 1513 | 21 |

06. The District's individual personnel files included all appropriate supporting documentation, as listed on USFR pages VI-H-4 through 6. Yes

07. The District ensured that valid fingerprint clearance cards were on file for all required personnel and a method to identify employees whose cards were going to expire was in place. A.R.S. §§15-512, 15-342, and 41-1750(G) Yes

08. The District enrolled employees who met the Arizona State Retirement System (ASRS) membership criteria, withheld employee contributions, and in a timely manner remitted employee and District contributions in accordance with the ASRS Employer Manual. No

For one of 50 employees reviewed, the District did not withhold and remit contributions in accordance with the ASRS Employer Manual.

09. The District accurately calculated and in a timely manner remitted the alternative contribution rate payments to ASRS for all applicable positions filled by ASRS retirees. ASRS Alternate Contribution Rate Yes

10. The District calculated the accrual and use of vacation, sick leave, and compensatory time for all employees in accordance with District accrual rates for specified years of service, maximum amounts to be accrued, and disposition of accrued time upon separation of employment following District policies. Yes

11. Attendance records were prepared for each pay period for each employee subject to the Fair Labor Standards Act (FLSA) and were approved by the employee and the employee's supervisor. Yes

12. The District's payroll reports were properly reviewed and approved before processing and distribution to employees. Yes

## Financial reporting

**Objective: To determine whether the District properly prepared its financial reports, including its Annual Financial Report (AFR), for the audit year to provide legislative and oversight bodies, investors and creditors, and the public a transparent view of the District's financial position and operational results.**

01. Budgeted expenditures reported on the AFR agreed with the District's most recently revised adopted expenditure budget. — Yes

02. The District completed and submitted all parts of the AFR reporting package, including the school-level reporting AFR, using its accounting data in the files and reported additional information required in the forms, such as revenue and expenditure amounts that were not automatically pulled from its accounting and student count data, and maintained applicable supporting documentation. A.R.S. §15-904(F) — Yes

03. The District followed the AFR—Review, Submission, and Publication Instructions. — Yes

04. The District properly prepared the Food Service page of the AFR and reported expenditures from the M&O Fund 001 and Capital Fund 610 that agreed with the District's accounting records. — Yes

05. Detailed source documents were traceable to the District's trial balance that was used to prepare the financial statements. — No

The District incorrectly recorded credit card transactions twice in the Auxiliary Operations Fund and the Extracurricular Activities Fees Tax Credit Fund. Additionally, the District incorrectly posted a journal entry to credit revenues rather than beginning fund balance in the Student Activities Fund. Audit adjustments were made to correctly record the activity and balances in these funds.

06. The District's website home page included its average teacher salary information, separately from the budget, required by A.R.S. §15-903(E) and a copy of or a link to the District's page from the most recent Arizona Auditor General District Spending Report, required by A.R.S. §41-1279.03(A)(9). — Yes

07. The District submitted the School District Employee Report (SDER) to ADE, and it was accurate and timely for ADE to calculate the Teacher Experience Index (TEI). A.R.S. §15-941 and School Finance Reports — Yes

08. The District submitted its prior year's audit reports and USFR Compliance Questionnaire to the CSS and ADE. A.R.S. §15-914(D) — Yes

## Student attendance reporting

**Objective: To determine whether the District has implemented effective controls to report accurate student membership and attendance information to ADE to reduce the risk that the District received an inappropriate amount of State aid and/or local property taxes.**

01. The District's calendar ensured school was in session for the required days and offered students the required instructional hours per grade level, including Arizona Online Instruction (AOI) Programs as prescribed in A.R.S. §§15-808(J)(1), 15-901(A)(1), 15-901.07, and 15-901.08. — Yes

02. If the District had an early (pre-) kindergarten program, the District calculated and submitted membership information for early (pre-) kindergarten students' attendance records for this program only for students with disabilities. A.R.S. §15-901(A)(1)(a)(i) and USFR Memorandum No. 175 — Yes

Sample

3

03. The District appropriately tracked and reported student membership and absences. A.R.S. §15-901 — No

For two of 15 elementary and junior high student attendance records reviewed, absences were not reported correctly resulting in a net understatement of 2.00.

| Population | Sample | Data Entry |
|---|---|---|
| 10816 | 22 | 15 EJH, 7 HS |

04. The District prorated high school students' membership if enrolled in less than 4 subjects. — Yes

Sample: 7

05. The District was a CTED or CTED member. — Yes

06. The District had an AOI program. A.R.S. §15-808 — Yes

07. For students enrolled in a program provided by a CTED in a facility the District owned or operated (satellite programs), the District reported the actual enrollment for only the District classes the student was enrolled in at the District's school (excluding CTED program classes) under the District's CTDS number. — Yes

| Population | Sample |
|---|---|
| 976 | 7 |

08. For students enrolled in a program the CTED provided in a facility the District owned or operated (satellite programs), the District calculated student absences in accordance with ADE's methods based on the number of District classes the student was enrolled in and attended at the District's school (excluding CTED satellite program classes). — No

For two of seven CTED attendance records reviewed, absences were not reported correctly resulting in a net understatement of 0.75.

Sample

7

09. For CTED satellite programs, the CTED reported actual student enrollment data for only the CTED program classes the student was enrolled in at that member district's satellite location (excluding school district classes). A.R.S. §15-393(O) — N/A

Not a CTED.

Sample

0

10. For CTEDs that meet for at least 150 minutes (not including any breaks) per class period on a CTED central campus, the CTED reported the membership as 0.75. A.R.S. §15-393(Q) — N/A

Not a CTED.

Sample

0

11. For students enrolled in both District and in CTED central program courses, the sum of the ADM was no more than 1.75 and the amount claimed by either entity was no more than 1.0. A.R.S. §15-393(Q) — Yes

Sample

7

12. The District maintained appropriate documentation and accurately reported students enrolled in CTED programs, including accurately submitting scheduled hours of instruction and community college credits. A.R.S. §15-393

N/A

Not a CTED.

Sample

0

13. The District maintained appropriate documentation and accurately reported students enrolled in its AOI program, including redetermining the actual full time equivalent (FTE) for each student enrolled in an AOI program following a student's withdrawal or after the end of the school year. A.R.S. §15-808

Yes

Sample

7

14. The District ensured the student's name in the student management system matched the name on the legal document on file. A.R.S §15-828(D).

Yes

Sample

15

15. The entry date in the computerized attendance system agreed to the entry form.

No

For two of 15 entries reviewed, the enrollment date was not documented on the entry form to determine if the date in the computerized attendance system agreed to the entry form. For one of 15 entries reviewed, the date in the computerized attendance system did not agree to the date on the entry form.

Population

212

Sample

15

16. The student membership begins on the first day of actual attendance or, for continuing/pre-enrolled students, the first day that classroom instruction was offered, provided that the students actually attend within the first 10 days of school. ADE's External Guideline GE-17 First Day Absence

Yes

17. The District obtained and maintained verifiable documentation of Arizona residency for enrolled students, including students in its AOI program. A.R.S. §15-802(B)(1) and ADE's Updated Residency Guidelines

Yes

18. The District prepared and retained the Official Notice of Pupil Withdrawal form for each withdrawal, and the forms were signed by a District administrator. A.R.S. §15-827

No

For two of 15 withdrawals reviewed, the Official Notice of Pupil Withdrawal form was not signed by a District administrator.

19. The District counted students withdrawn for having 10 consecutive unexcused absences in membership only through the last day of actual attendance or excused absence. A.R.S.§15-901(A)(1)

No

For two of 15 attendance records reviewed for 10 consecutive unexcused absences, the District did not maintain documentation of the 10 or more consecutive days of unexcused absences.

| Population | Sample |
|---|---|
| 151 | 15 |

20. The District uploaded membership and absence information to ADE that agreed to the District's computerized system records for the first 100 days of school. A.R.S.§15-901

Yes

21. The District excluded nonresident students from the District's student count and State aid calculations and charged tuition as applicable. A.R.S. §15-823(G) and (L)

N/A

No such students.

22. The District reported students who completed all high school requirements with the applicable graduation code and used the appropriate year-end status code for all other students. Yes

Sample

7

23. The District followed the attendance procedures outlined in the approved Instructional Time Model (ITM), as specified in A.R.S. §15-901.08, for all students engaged in various modes of instruction. N/A

No such students.

## Information technology

**Objective: To determine whether the District adopted an information technology (IT) security framework that aligned with credible industry standards and implemented controls that provide reasonable assurance that its data is accurate and reliable and protected from unintended exposure and consequences. Test work should determine that the District adopted a framework and controls were operating to protect District and student data.**

01. The District maintained adequate separation of duties in its IT systems that prevented 1 employee from completing a transaction without additional review and approval procedures. Yes

02. The District reviewed and documented any system or software changes implemented. Yes

03. The District assessed security risks for its systems and data, implemented appropriate controls to address risks, and provided employees/contractors annual security awareness training. No

The District did not maintain documentation that employees received security awareness training at least annually.

04. The District immediately and appropriately modified terminated or transferred employees', contractors', or vendors' access to all District systems. Yes

05. The District's computer network, system software and hardware was physically protected from unauthorized access, theft, and environmental hazards. Yes

06. The District scheduled and performed data backup-control procedures for all critical systems at least daily, or more frequently, to ensure uninterrupted operations and minimal loss of data. Yes

07. The District routinely completed software and application updates and operating system patches when they became available. Yes

08. The District had cloud computing, digital learning, and vendor contracts or data-sharing agreements in place with any 3rd parties accessing or hosting District data that addressed controls to support security and processing integrity, and backup procedures if applicable, before data was accessed/shared. Yes

09. The District ensured changes to data in business (i.e., employee information, pay rates) and IT (i.e., user roles, access rights) systems were approved by an authorized individual prior to processing changes. Yes

10. The District enforced data security policies related to passwords and user authentication that aligned with credible industry standards. Yes

11. The District's IT systems generated electronic audit trail reports or change logs with information about electronic transactions that the District reviewed or analyzed regularly to determine transactions' propriety. Yes

12. The District monitored and reviewed IT system-generated incident or error reports to identify network security threats or other unusual activity and addressed noted issues. Yes

13. The District had incident response and contingency planning documents in place to restore or resume system services in case of disruption or failure that were reviewed and tested at least annually. Yes

## Transportation support

**Objective: To determine whether the District has implemented effective controls for its transportation program to ensure it properly reports its transportation miles and student riders to ADE, which helps to ensure the District receives the appropriate amount of State aid.**

01. The District accurately calculated and maintained documentation for miles and students reported on the Transportation Route Report submitted to ADE. A.R.S. §15-922 No

Daily route miles reported on the Transportation Route Report did not agree to supporting documentation, resulting in an understatement of 68 daily route miles. The number of eligible students reported on the Transportation Route Report did not agree to supporting documentation, resulting in an understatement of 53 students.

02. The District submitted the vehicle inventory report by July 15 to the Superintendent of Public Instruction. ADE Transportation Manual Yes

## Records management

**Objective: To determine whether the District has implemented effective controls to properly protect and maintain its records, including student and employee data, and that its records were disposed of securely and in accordance with established time frames.**

01. The District established and followed policies and procedures to properly protect, maintain, and dispose of personally identifiable information and confidential records, such as student and employee information and social security numbers. Retention Schedules | Arizona State Library (azlibrary.gov)

Yes

## General long-term debt

**Objective: To determine whether the District is following the laws related to bonds to ensure voters are informed and the District complies with the bond covenants.**

01. The District calculated and issued any bonds in accordance with Arizona Revised Statutes and the Arizona Constitution. A.R.S. §15-1021

N/A

No bonds issued during the year.

02. The District expended bond proceeds only for voter-authorized purposes and not for items with useful lives less than the average life of the bonds issued or 5 years. A.R.S. §15-1021(F)

Yes

03. If the District had outstanding bonded indebtedness and a balance remained in the Bond Building Fund after the acquisition or construction of facilities for which the bonds were issued, the governing board transferred the remaining balance to the Debt Service Fund. Otherwise, if the District had no outstanding bonded indebtedness and a balance remained in the Bond Building Fund after the acquisition or construction of facilities for which the bonds were issued, the governing board used the remaining balance to reduce taxes. A.R.S. §15-1024(B)

N/A

Bond Building Fund still active.

04. The District credited interest or other money earned from investing bond proceeds to the Debt Service Fund unless the voters authorized the interest to be credited to the Bond Building Fund or federal laws or rules require the interest to be used for capital expenditures. A.R.S. §15-1024(C)

Yes

05. The District held a public meeting each year between September 1 and October 31, until the bond proceeds are spent to discuss an update of the progress of capital improvements financed through bonding and the public was allowed an opportunity to comment. A.R.S. §15-491(K)

Yes

**All noted instances of any noncompliance with the USFR requirements have been included in the Questionnaire. As required by A.R.S. §15- 914(D), an independent certified public accountant (CPA) must submit the Questionnaire to the Arizona Auditor General.**

| Preparer | Title | Date |
| --- | --- | --- |
| Christopher W. Heinfeld, CPA | Audit Partner | 03/31/2026 |

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

**DATE OF MEETING:** **April 14, 2026**

**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 Application(s) with Phase Grant funding to be awarded for each BRG:

- BRG-008063 – AHS – Commons Building – 2 Failed RTU's Replacements – SF281261

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 13, 2026**

**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, November 6, 2024

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

School District: Amphitheater Unified District

School: Amphitheater High School

BRG Project Number BRG-008063

Project Title: AHS - Commons Building - 2 Failed RTU's Replacements - SF281261

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

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.

## 03. FINANCIAL CONDITIONS

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Compliance with any applicable School Facilities Division Performance Specifications;

f. The SFD will require Design Scope Development meetings with the selected designer 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;

g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

h. 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 8. of these Terms and Conditions.

i. 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 SFD 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.

## 04. 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.

## 05. 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.

## 06. 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.

## 07. 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.

## 08. 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.

### 8.1 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.

## 09. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-01. 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.

## 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. RIGHTS IN DATA, 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: BRG-008063

| | |
|---|---|
| Governing Board President (signature) | Date |
| Vicky Cox Golder | Amphitheater Unified District |
| Name (printed/typed) | School District |

| | |
|---|---|
| Superintendent (signature) | Date |
| Todd A. Jaeger, J.D. | |
| Name (printed/typed) | |

| | |
|---|---|
| CFO/Business Manager (signature) | Date |
| Scott Little | |
| Name (printed/typed) | |

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of the Closure Recommendation for Agriscience for the 2026-2027 SY**

## BACKGROUND:

Over the last several years, the Agriscience program has faced persistent challenges with student enrollment. We have made efforts to sustain the program in recognition of its historical significance, but participation levels have remained low.

In the 2025-2026 school year, enrollment totaled 42 students. Current pre-registration projections for the upcoming year indicate a decline to approximately 24 students across all three levels of the program, reflecting a return to historically low participation trends. Our action in this matter would, notably, be consistent (and thus equitable) with similar actions proposed and taken for other high school programs, such as International Baccalaureate.

In addition to the low enrollment, the cost to operate the Agriscience program ranges from approximately $160,000 to $200,000 annually. Given the district's current financial constraints, including the recent closure of four elementary schools, it is necessary to evaluate all programs through the lens of fiscal responsibility and student impact.

We have carefully reviewed program sustainability, cost per student, and alignment to broader district priorities. Based on these considerations, it is no longer financially feasible to continue operating the Agriscience program at its current cost for the number of students served.

## RECOMMENDATION:

It is the recommendation of the Administration that the Agriscience program be closed for the 26-27 school year and beyond.

## INITIATED BY:

**Julie Valenzuela, Director of 21st Century Education** **Date: April 8, 2026**

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

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of 2026-2027 Code of Conduct**

## BACKGROUND:

On March 24, 2026, the Governing Board studied proposed revisions to the Student Code of Conduct and Parent Handbook to become effective in school year 2026-2027.

Proposed modifications were posted with the March 24th agenda item with additions shown in blue and deletions shown in ~~red~~. The 2026-2027 Code of Conduct is now being presented for approval.

## RECOMMENDATION:

It is recommended that the Board approve the 2026-2027 Code of Conduct as presented.

## INITIATED BY:

**Tassi Call**
**Associate Superintendent for Elementary Education**

**Matthew Munger** **Date: April 8, 2026**
**Associate Superintendent for Secondary Education**

**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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AMPHITHEATER
Public Schools

## 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.

[INSERT GOVERNING BOARD INFORMATION PAGE HERE]

## 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,

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~~ procedures 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.

- **Revocation of Technology Privileges** – Revoking use of District technology resources.

- **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 <u>not subject</u> 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~~procedure. 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~~procedure.

**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**[MM1]

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

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

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

| Prohibited Behavior<br><br>**Aggression and Hostility** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **1A. Provocation**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **1B. ~~Minor~~ Aggressive Act**<br><br>Inappropriate physical contact (non-sexual) which does not cause serious injury. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **1C. Fighting**<br><br>Mutual participation by two or more students in an incident involving physical violence, where there is no major injury. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |

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

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 during an altercation ~~to defend~~.

| Prohibited Behavior<br><br>**Aggression and Hostility** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| **1D. Assault w/ Injury**<br>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~~.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>~~Short-term Suspension~~<br>~~***(Mandatory)***~~<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1~~D~~E. Assault**<br><br>~~Causing any physical injury to another person~~; Making another person reasonably fearful of physical injury; ~~knowingly touching another person with the intent to hurt~~, knowingly insulting another person with the intent to provoke that person.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1~~E~~F. Aggravated Assault[MM2] w/ Serious Bodily Injury**<br><br>Committing assault which:<br>• Causes serious ~~physical~~ bodily injury to another; or<br>• Involves a deadly weapon or dangerous instrument; or<br>• Is inflicted upon someone 15 years or younger by someone 18 years old or older; or<br>• Is an assault of a police officer; or<br>• Is an assault of a school employee.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Long-term Suspension<br>**(Mandatory)** | School Level Actions<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1~~F~~G. Aggravated Assault[MM3]**<br><br>Committing assault which:<br>• ~~Causes serious physical injury to another; or~~<br>• Involves a deadly weapon or dangerous instrument; or<br>• Is inflicted upon someone 15 years or younger by someone 18 years old or older; or<br>• Is an assault of a police officer; or<br>• Is an assault of a school employee.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Long-term Suspension<br>**(Mandatory)** | School Level Actions<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |

Example of Serious Bodily Injury: A bodily injury that involves a substantial risk of death, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or faculty (18 U.S.C. Section 1365(h)(3)).

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

| Prohibited Behavior<br><br>**Alcohol, Tobacco, Medications and Other Drugs** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| **2C. Drug Use or Possession**<br><br>Use or possession of any drug or narcotic substance;<br><br>Being under the influence of any drug at school or at any school-related event.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2D. Drug Paraphernalia Possession**<br><br>Possession of any paraphernalia. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **2E. Drug or Paraphernalia Distribution**<br><br>Making, distributing, selling, buying, or giving any drug, narcotic substance or paraphernalia to another person;<br><br>Transferring or participating in the transfer of drugs or paraphernalia between two or more students;<br><br>Providing prescription or over-the-counter medication to another student.<br><br>**Must be Reported to Law Enforcement[MM4]** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

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.

| Prohibited Behavior<br><br>**Alcohol, Tobacco, Medications and Other Drugs** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| **2F. Tobacco Possession**<br><br>Use or p~~P~~ossession of tobacco and related products. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **2G. Tobacco Distribution**<br><br>~~Use, possession, or~~ Sharing, sale, or distribution of tobacco and related products other than liquid nicotine*.<br><br>* *Liquid nicotine is addressed under Rule 2I as Vaping*. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2H. Medication Violation**<br><br>Use or possession of prescription, over-the-counter or herbal medications at school without prior written permission of the principal.*<br><br>**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**.* | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2I. Vaping**<br><br>Use or possession, ~~or distribution~~ [MM5]of an inhalant product from a vapor-releasing device.<br><br>*Inhalant* includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2J. Distribution of Vape/Vape-Related Products**<br><br>~~Use, possession, or~~ Sharing, sale, or distribution [MM6]of an inhalant product from a vapor-releasing device.<br><br>Inhalant includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device. | School Level Actions<br>Short-term Suspension<br>(Mandatory)<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>(Mandatory)<br>Long-term Suspension<br>(Mandatory)<br>Expulsion |

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.

| Prohibited Behavior<br><br>**Arson and Combustibles** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **3A. Arson**<br><br>Deliberately igniting or lighting an item on fire, or starting a fire;<br>Damaging a structure or property by knowingly causing a fire or explosion.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion ***(Mandatory)*** | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion ***(Mandatory)*** |
| **3B. Combustibles**<br><br>Possession or use of something capable of causing bodily harm or property damage if ignited;<br><br>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<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion<br>*(**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)

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

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

| Prohibited Behavior<br><br>**Harassment, Threats, Bullying, and Intimidation** | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| | | |
| **5A. ~~Nonsexual~~ Harassment**<br><br>Any form of communication or conduct, including "hate speech", 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. | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **5B. Bullying and/or Cyberbullying**<br><br>Acting toward someone in an unwelcome and unprovoked manner, ongoing/repeated over time, which exerts power over that person on or off District property;<br><br>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. | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion |
| **5C. Threats and Intimidation**<br><br>Threatening or suggesting, by words or conduct, the intention to cause physical injury or serious damage to a person or their property;<br><br>Associating with or participation in a group which exhibits negative attitudes and actions toward others. | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion |
| **5D. Hazing**<br><br>Acting against another student, where both of the following apply:<br><br>The act is in connection with initiation into, affiliation with, or membership in any school organization; and<br><br>The act poses a risk of or causes injury, mental harm or degradation. | School Level Actions<br>Short-term Suspension ***(Mandatory)*** | School Level Actions<br>Short-term Suspension ***(Mandatory)***<br>Long-term Suspension ***(Mandatory)***<br>Expulsion |

**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.

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

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

| Prohibited Behavior<br><br>**Disruptions to the Academic Process** (cont.) | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| **7E. Parking Violation**<br><br>Parking on school grounds or near school in a manner or location contrary to the school's parking rule;<br><br>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**<br><br>Playing games of chance for money or property. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **7G. Pranks**<br><br>Any act of mischief that disrupts or distracts from a class, school activity or school event. | School Level Actions | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **7H. Probation Violation**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **7I. Safety Violation**<br><br>Acting in a manner that endangers the well-being of yourself or other person(s). | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **7J. Gang-related Clothing or Accessories**<br><br>Wearing or displaying clothing items, images or accessories that represent gang affiliation or membership. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)*** |
| **7K. Student ID**<br><br>The failure to wear or display student identification. | School Level Actions | School Level Actions<br>Short-term Suspension |

| Prohibited Behavior<br><br>**Threatening the School Environment** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **8A. Bomb Threat**<br><br>Threatening to cause harm to property or person using a bomb, dynamite, explosive, or arson-causing device.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8B. Chemical or Biological Threat**<br><br>Threatening to cause harm using dangerous chemicals or biological agents.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8C. False Fire Alarm**<br><br>Intentionally ringing a fire alarm when there is no fire;<br><br>Falsely reporting a fire.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8D. Other Threat to School**<br><br>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.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

| Prohibited Behavior<br><br>**Sexual Behaviors** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **9A. Sexually Inappropriate Materials***<br><br>Possession of materials containing sexually explicit depictions. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension |
| **9B. Inappropriate Physical Contact***<br><br>An isolated incident of unwelcome contact of a sexual nature. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **9C. Sexual Harassment***<br><br>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:<br><br>• Severe; AND<br>• Pervasive; AND<br>• Objectively offensive so it interferes with another person's full participation in the educational process or any school program or activity.<br><br>Sexual Assault, Dating Abuse/Violence and Domestic Abuse/Violence are considered Sexual Harassment.<br><br>Comments and contact toward anyone due to their sexual orientation, gender identity, or gender expression may be considered Sexual Harassment. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **9D. Sexual Harassment* With Bodily Contact**<br><br>Sexual Harassment (defined above) that includes unwanted physical contact of sexual or non-sexual body parts.<br><br>Any bodily contact linked to dating abuse/violence or domestic abuse/violence. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

**SEXUAL BEHAVIORS AND HARASSMENT** requires notifying the District's Title IX / EEO officer.

**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~~ 1-203 and Procedure 1-203.A in the appendix.*

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

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

**INAPPROPRIATE INFORMATION** includes but is not limited to: names, pictures, addresses, telephone numbers, , school information, social media, etc.

| Prohibited Behavior<br><br>**Technology Abuses** (cont.) | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| | | |
| **10B. Misuse of Technology**<br><br>Making or attempting unauthorized access to any Amphitheater Information System (AIS):<br><br>• Bypass firewall or access proxy accounts;<br>• Using, accessing, or saving inappropriate content on any District provided resource;<br>• Using or attempting to use the AIS to:<br>• Access any other computer system;<br>• Access District-prohibited website;<br>• Perform any illegal or inappropriate acts; and/or<br>• Disrupting or modifying the AIS or data by spreading viruses or by any other means. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **10C. Misuse of Personal Technology**<br><br>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. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Revocation of Authorization to Use a District-issued Electronic Device(s) Off-campus | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |

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

- Other than with the permission of the teacher or during lunch, the use of smartphones, smart watches, smart glasses (such as Meta Ray Ban or Oakley), or other Bluetooth enabled devices during the school day is prohibited;
- using District technology for unapproved, non-school related communication via shared document(s);
- a student logging in through another person's account or accessing their files without their written permission;
- using a cell phone to record~~ing~~ others, in non-public spaces, without permission;
- recording and sharing/posting videos of student fights/altercations on or off campus;
- facilitating drug or alcohol purchase, distribution, or sale;
- facilitating 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.

| Prohibited Behavior<br><br>**Theft** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **11A. Theft of School Property**<br><br>Taking District money or property with the intent to deprive the District of the money or property. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **11B. Theft of Non-School Property**<br><br>Taking money or property belonging to someone other than the District with the intent to deprive the victim of the money or property. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **11C. Extortion**<br><br>Obtaining or trying to obtain someone else's property by threatening to do any of the following:<br>• Causing physical injury to someone;<br>• Causing damage to property;<br>• Accusing someone of a crime; or<br>• Exposing a secret which may subject someone to contempt, hatred, or embarrassment. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **11D. Robbery**<br><br>Using force to take money or property belonging to someone else with the intent to deprive the victim of the money or property. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

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

| Prohibited Behavior<br><br>**Trespassing and Loitering** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **12A. Trespassing**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **12B. Loitering**<br><br>Being on school property without a legitimate reason for being there;<br><br>Refusing or failing to identify yourself while on school property. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>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.

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

| Prohibited Behavior<br><br>**Weapons and Dangerous Items** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **14A. Weapon (Other Than Firearm)**<br><br>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;<br><br>Use of a dangerous item to threaten, intimidate, attack or harm another.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **14B. Firearm**<br><br>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.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **14C. Dangerous Item**<br><br>Possession, transfer, concealment, sale or use of anything that is readily capable of causing death or serious physical injury. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |

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

- Any dangerous or hazardous object or substance intended for use as weapon;
- Brass knuckles;
- Explosive or destructive device intended for use as weapon;
- Knives with locking blades and/or blades 2.5 inches or longer;
- 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,
- box cutters,
- knives with blade length of less than 2.5 inches,
- laser pointers,
- letter openers,
- mace/pepper spray,
- paintball guns,
- razor blades,
- simulated firearms,
- 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~~ procedures 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~~ Policy 3-403 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 though 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.~~

## © 5-409 Prohibition on Harassment, Intimidation, and Bullying

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

Harassment means any unwelcome conduct by one student toward another student on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity), or disability and that is sufficiently severe, pervasive, and objectively offensive so as to effectively deny a person equal access to the District's education program or activity.

Intimidation means any behavior by one student toward another student intended to induce fear of physical or emotional harm.

Bullying means any aggressive behavior by one student toward another student that involves an observed or perceived power imbalance and is repeated multiple times. Bullying may inflict physical, psychological, social, or educational harm or distress on a targeted student. It is not bullying when:

- Students of similar age, strength, and size quarrel or fight with each other.
- A student provokes another into a verbal or physical confrontation.
- A student acts aggressively toward another student in the absence of an imbalance of power.

At the beginning of each school year, school officials are to provide all students with a written copy of the rights, protections, and support services available to victims of harassment, intimidation, or bullying.

All schools shall make a written form available for the reporting of incidents of harassment, intimidation, or bullying. Students and parents/legal guardians may make a confidential report to the appropriate school official. District employees are to report suspected incidents of harassment, intimidation, or bullying to the appropriate school official in writing. District employees who fail to do so are subject to disciplinary action, including suspension without pay and termination of employment.

All reported incidents of harassment, intimidation, or bullying are to be documented and the documentation maintained for at least six years. The documentation shall not be used to impose disciplinary action unless an appropriate school official determines that the alleged harassment, intimidation, or bullying occurred. The documentation shall be maintained confidential to the extent possible, and if provided to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

If an incident of harassment, intimidation, or bullying is reported, school officials will provide an alleged victim with a written copy of the rights, protections, and support services available.

An appropriate school official shall investigate reported and suspected incidents of harassment, intimidation, or bullying and shall notify the alleged victim and alleged victim's parents/guardians of the investigation.

Students who have admitted to or been found to have engaged in harassment, intimidation, or bullying are subject to disciplinary action, including suspension and expulsion. Any student determined to have submitted a false report of harassment, intimidation, or bullying is also subject to disciplinary action, including suspension and expulsion.

Any student physically harmed as the result of harassment, intimidation, or bullying may be referred for emergency medical services, if appropriate. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Adopted: Legal Authority: A.R.S. § 15-341

## 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.

# 5-212.A Procedure - Student Clubs and Activities - Student Groups

A. Definitions

"Curricular student group" means a student organization that is directly supported and sponsored by the District and through which students may receive academic credit.

"Extracurricular student group" means a student organization that is directly supported and sponsored by the District and whose activities directly relate to classes for which students receive credit toward graduation.

"Noncurricular student group" means any student organization other than a curricular student group or an extracurricular student group or whose activities do not substantially enhance, extend or reinforce the subject matter of an academic course that is currently offered at the school.

"Non-Instructional time" means time set aside by the school before actual classroom instruction begins or after actual instruction ends, including the lunch period or any period during which student attendance is not required.

"Non-School person" means any individual or group whose funding or leadership originates from anywhere other than the District or funds raised by students in the student activity fund.

"Faculty advisor" means an employee of the District who is charged with supervising and ensuring the orderly conduct of a noncurricular student group.

"Faculty sponsor" means an employee of the District who is charged with supervising and leading students in a curricular student group or an extracurricular student group.

B. Student Organizations

The Superintendent may approve the establishment of student organizations appropriate to grade levels within the District.
Student organizations, associations, and clubs have an important place in the educational program. Student organizations will only be recognized by the Governing Board if they:

1. extend, reinforce and support the instructional program;
2. model and allow students to practice democratic self-government;
3. build student morale and a spirit of positive support for the school;
4. honor outstanding student achievement;
5. exemplify diversity; and/or
6. provide wholesome social and recreational activities.

To guide faculty members, staff members, and students in their relationships to school-related and/or noncurricular clubs and organizations, the Board sets forth the following policy:

1. *School clubs and organizations*, including clubs with legal, nondiscriminatory membership restrictions, shall be recognized as authorized, approved activities of the school if they meet all of the criteria for school clubs and organizations as listed in Regulation JJA-R and if they have been approved by the principal of the school.
2. *Noncurricular clubs and organizations* are clubs, organizations, and associations for students that, although not recognized as approved activities of the school, do meet all of the criteria for noncurricular clubs and organizations as listed in Regulation JJA-R and are of a nonsecret nature. Such student groups are not within the jurisdiction of the school and are not responsibilities of the school. However, noncurricular clubs, organizations, and associations may become recognized, school- sponsored organizations by complying with the criteria for school clubs and organizations listed in Regulation JJA-R and receiving approval by the school principal.

3. *Secret organizations* are prohibited in District schools, and membership of students in secret fraternities, sororities, clubs, or associations at any District school is prohibited. The Superintendent is authorized to develop and enforce such disciplinary action as may be appropriate for violation of this policy.

C. Curricular and Extracurricular Student Groups

All curricular student groups must:

1. Permit a participating student to receive academic credit upon meeting the criteria for academic credit;
2. Align with the educational goals of the District;
3. Not engage in any activity that implies the District's endorsement of any political or religious views or beliefs; and
4. Have a faculty sponsor who oversees the activities of the curricular student group.

All extracurricular student groups must:

1. Directly relate to or support a course, class, or subject for which students may receive academic credit;
2. Align with the educational goals of the District;
3. Not engage in any activity that implies the District's endorsement of any political or religious views or beliefs; and
4. Have a faculty sponsor who oversees the activities of the curricular student group.

D. Noncurricular Student Groups

The District permits noncurricular student groups for 7th through 12th grade.

All noncurricular student groups must:

1. be student-led, student-initiated, and subject to voluntary participation;
2. occur during non-instructional time;
3. have a faculty advisor who supervises meetings and activities (see below); and
4. have equal access to school facilities (see below).

E. Faculty Advisor

Faculty advisors attend meetings and activities of noncurricular student groups to ensure the care on proper use of school facilities. The District may not require any employee to serve as a faculty advisor for any noncurricular student group or attend or participate in any meeting or activity whose content is contrary to the employee's beliefs.

Faculty advisors should:

1. Ensure the proper use of school facilities;
2. Ensure that noncurricular student groups follow district policies and procedures and school regulations;
3. Ensure student safety; and
4. Answer questions from student leaders regarding the availability of school facilities and resources.

F. Religious Noncurricular Student Groups

Faculty advisors do not actively participate in or sponsor noncurricular student groups whose meetings and activities are religious in nature.

Faculty advisors for religious noncurricular student groups may not:

1. Recruit students for participation;
2. Recruit guest speakers;
3. Select student leaders;
4. Proactively make announcements (as opposed to relaying announcements per school announcement policies);
5. Participate actively in student discussions, prayer, etc.;
6. Require any person to participate in prayer or any religious activity;
7. Influence the content of any student prayer or religious activity; or
8. Hold themselves out as "sponsors" or "leaders" of the student club.

G. Participation of Outside Groups

Non-school persons may not: (a) direct, conduct, control, or regularly attend meetings or activities of any noncurricular student group; or (b) select the student leadership or faculty advisor for any noncurricular student group. The principal of each school may place reasonable limitations on participation by non-school persons in noncurricular student groups as long as such limitations are applied uniformly to all noncurricular student groups within the school.

H. Access to School Facilities

School facilities must be provided to noncurricular student groups on a uniform and equal basis. A noncurricular student group may not be denied access to announcements, space in school publications, computers, printers, etc., if such access is granted to another noncurricular student group.

I. Prohibited Activities

Notwithstanding any statement in this Procedure to the contrary, the principal may:

1. Place limits on the size of meetings of noncurricular student groups as long as such limits are applied uniformly to all noncurricular student groups;
2. Prohibit any unlawful content associated with a noncurricular student group; and
3. Restrict, cancel, or prohibit the meeting of a noncurricular student group if the meeting would materially and substantially interfere with the orderly conduct of educational or operational activities within the school.

The Board prohibits any student group (including recognized school clubs and organizations, noncurricular clubs and organizations, secret clubs and organizations, or any other student group) from conducting or participating in any activities on school property, or at school-sponsored functions on or off school property, or in off-campus activities that carry over into the school day:

1. that are detrimental to school interests or to the reputation of the school; or
2. that disrupt the school's educational environment; or
3. that could endanger the health and safety of other students; or
4. that violate any law, city or county ordinances, or District policy/regulations.

If any such prohibited activity should occur, the school administrator or the Superintendent shall take such corrective and/or disciplinary action as may be appropriate, which may include suspension or expulsion.

J. Duties of the Principal

The principal shall ensure that all groups classified as curricular student groups and extracurricular student groups meet the criteria set forth in this Procedure. The principal shall also ensure that information regarding other school-sponsored or approved student activities is available to parent/legal guardian upon request.

The principal of each school shall maintain a list of all active student groups that includes the name of the group, the name of the faculty sponsor or faculty advisor, and a general description of the purpose and nature of the

student group. The list shall include the classification of each group as curricular, extracurricular, and noncurricular. In the case of extracurricular student groups, the list shall include the credit-earning courses that directly relate to the extracurricular student group.

The list of student groups shall be made available to students and the parent/legal guardian of a student upon request.

K. Nondiscrimination

The Board also prohibits any recognized, approved school club, organization, or association from taking any action that would discriminate against any group or individual or from establishing any membership requirements that would discriminate against any group or individual on the basis of gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliation, citizenship status, marital status, home language, national origin, family, social or cultural background.
School activities shall not be held on Sundays unless they have been cleared with the Superintendent.

# 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.

## © 5-408 Hazing Prevention

Hazing is prohibited. Solicitation to engage in hazing is prohibited. Aiding and abetting another person who is engaged in hazing is prohibited.

A person commits hazing by:

Intentionally, knowingly, or recklessly, for the purpose of pre-initiation activities, pledging, initiating, holding office, admitting, or affiliating a student into or with an organization or for the purpose of continuing, reinstating, or enhancing a student's membership or status in an organization, causing, coercing, or forcing a student to engage in or endure any of the following:

1. sexual humiliation or brutality, including forced nudity or an act of sexual penetration, or both;
2. conduct or conditions, including physical or psychological tactics, that are reasonably calculated to cause severe mental distress to the student, including activities that are reasonably calculated to cause the student to harm themselves or others;
3. the consumption of any food, nonalcoholic liquid, alcoholic liquid, drug, or other substance that poses a substantial risk of death, physical injury, or emotional harm;
4. an act of restraint or confinement in a small space or significant sleep deprivation;
5. conduct or conditions that violate a federal or state criminal law and that pose a substantial risk of death or physical injury; or
6. physical brutality or any other conduct or conditions that pose a substantial risk of death or physical injury, including whipping, beating, paddling, branding, electric shocking, placing harmful substances on the body, excessive exercise or calisthenics, or unhealthy exposure to the elements.

Arizona law specifically prohibits the following:

a. with the intent to promote or aid the commission of hazing, agreeing with one or more persons that at least one of them or another person will engage in hazing and one of the parties commits an overt act in furtherance of hazing;
b. intentionally or knowingly engaging in conduct that would constitute hazing if the attendant circumstances were as the person believes them to be;
c. intentionally or knowingly doing anything that, under the circumstances as the person believes them to be, is any step in a course of conduct planned to culminate in committing hazing; and
d. intentionally or knowingly engaging in conduct that is intended to aid another to commit hazing, although the hazing is not committed or attempted by the other person.

This Policy shall not be construed to apply to customary athletic events, contests, or competitions that are sponsored by the school or to any activity or conduct that furthers the goals of a legitimate educational curriculum, legitimate extracurricular program, or legitimate military training program.

Victim consent to or acquiescence in hazing is not a defense to a violation of this Policy.

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

Complaints of hazing and violations of this Policy shall be reported to the principal or assistant principal of the school that sponsors the organization or where any student allegedly involved is enrolled. The principal, assistant principal, or designee shall promptly investigate all complaints of hazing and violations of this Policy. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Students who violate this Policy are subject to disciplinary action, including suspension and expulsion. Any teacher or staff member who knowingly allows, authorizes, or condones a violation of this Policy is subject to disciplinary action, including suspension without pay and termination of employment. Any organization that knowingly allows, authorizes, or condones a violation of this Policy may have its permission to conduct operations

at the school suspended or revoked. All persons and organizations alleged to have violated this Policy are entitled to appropriate due process, including the right to appeal the discipline or sanction to the next administrative level.

This Policy shall be posted in each school building and printed in every student handbook for distribution to parents/legal guardians and students.

Adopted:

Legal Authority:

A.R.S. § 13-1215

A.R.S. § 13-1216

A.R.S. § 15-2301

## 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.

## 3-302.H Procedure - Transportation – Student Conduct in District Vehicles

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

A. 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.
B. 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.
C. Every student must be seated while riding on a school bus and must remain seated while the bus is in motion.
D. Every student must wear a seat belt, when provided.
E. A student shall not extend hands, arms, head, feet, or any object through the window of the bus or other vehicle.
F. Generally, a student shall not eat or drink any kind of food or beverage while on a school bus or other school vehicle.
G. A student shall not throw, shoot, or project any type of object while on a school bus or other school vehicle.
H. Animals, insects, or reptiles shall not be transported on a school bus.
I. Glass containers shall not be transported in a school bus.
J. Elementary school students must have written permission to leave a school bus at a stop other than such students' usual stops.
K. Any musical instrument carried by a student shall be under the student's control at all times or properly stored in a vacant seat.
L. A student shall make every effort to:

    1. Keep the school bus or other vehicle clean.
    2. Be courteous to the driver and other students/passengers in the school bus or other vehicle.
    3. Practice safe habits in waiting for a school bus at a scheduled stop, and in getting on and off the bus.
    4. Never use loud, profane, or obscene language or obscene gestures while in a school bus or other school vehicles.

M. 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.
N. The use of tobacco, in any form, is prohibited on a school bus.
O. 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 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 fourth (4th) level (very serious) violation, it is not necessary that the consequences for levels one through three (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:*

A. *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.

B. *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 second (2nd) level offenses. The name of the student, the behavior, and action taken should be recorded.

C. *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 (1st) or second (2nd) levels and disruptions that compromise the safety or welfare of the driver or other passengers.

1. 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.
2. The final determination of consequence will be made jointly by the principal or designee and the transportation manager.
3. A student may have no more than two (2) third (3rd) level referrals before a loss of riding privileges will occur.

D. *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.

1. 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.
2. Generally, the first fourth (4th) level violation will carry a suspension of up to five (5) days. Additional fourth (4th) level violations will carry a penalty of, at least, five (5) days and may result in a loss of riding privileges for the remainder of the school year. However, a first fourth (4th) level offense may be of significant seriousness that the driver can recommend a longer or permanent suspension of riding privileges.

3. sult in a loss of riding privileges for the remainder of the school year. However, a first fourth (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 (24) 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:

A. The student involved.
B. The person responsible for the student.
C. 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:

A. *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.
B. s 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.
C. 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.
D. *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.

E. tions.

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 (10) 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 (10) consecutive days. If the behavior is determined to be a manifestation of the student's disability, the student's individualized education program (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.

# © 5-302 Student Attire

Student attire may be regulated as necessary and appropriate to maintain order and decorum within the educational system and to avoid material and substantial interference with schoolwork or discipline.

A. Prohibited Attire

Attire may be prohibited when it:

- Significantly interferes with the District's ability to maintain order; such as disrupting schoolwork, school programs and activities, creates disorder, or prevents any student(s) from achieving educational objectives.
- Affects the health or safety of students, personnel or visitors.
- Conveys affiliation with a criminal street gang.
- Exposes the wearer's midriff, undergarments, or undergarment areas.
- Contains or conveys obscene language, symbols or messages.
- Promotes or depicts the unlawful use of alcohol, tobacco, or drugs.
- Violates the constitutional rights of any other person(s).
- Is inconsistent with or prohibited by the course, program, or activity.

B. Religious Attire

The District does not discriminate against students or parents/legal guardians on the basis of religious viewpoint or expression. Students may wear clothing, accessories and/or jewelry ("attire") displaying religious messages or symbols in the same manner and to the same extent that other types of attire are permitted.

*Student and Parent/Legal Guardian Complaints*

Students or parents/legal guardians may challenge a District decision on religious attire by submitting a written complaint pursuant to Policy 5-301 (Student Freedom of Expression).

C. Tribal Attire at Graduation Ceremony

The District does not prohibit any student who is an enrolled member of a federally recognized Indian tribe from wearing traditional tribal regalia or objects of cultural significance ("tribal objects") at the student's graduation ceremony. To view the District's "Request to Wear Tribal Regalia or Objects of Cultural Significance to Graduation" form, click here.

Adopted:

Legal Authority:

A.R.S. § 15-110

A.R.S. § 15-341

A.R.S. § 15-712

A.R.S. § 13-105

A.R.S. § 15-348

# 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.~~

# 1-204 Student Complaints

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:

A. The topic is not the subject of disciplinary or other proceedings under other policies and regulations of the District, and
B. 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 or grievance may be raised regarding one (1) or more of the following:

A. Violation of the student's constitutional rights.
B. 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.
C. 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.
D. Concern for the student's personal safety.

Refer to Policy 5-409 or 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 a provided District form; 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.

r 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 the provided District form.

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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.

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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.

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.

priate 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.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 15-341

## 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.~~

# 1-200 Board Commitment to Non-Discrimination

The Governing 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. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 23-341

A.R.S. § 41-1463

Arizona Constitution, Ordinance Art. XX, Par. Seventh

20 U.S.C. § 1400 et seq.

20 U.S.C. § 1681

20 U.S.C. § 1703

29 U.S.C. § 794

42 U.S.C. § 2000

42 U.S.C. § 12101 et seq.

# 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.~~

## ©1-203 Equal Opportunity—Prohibited Sex Discrimination (Title IX)

Non-discrimination Policy

The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates as required by Title IX of the Education Amendments of 1972 (Title IX), including in admission and employment.

Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX coordinator or to any employee of a District elementary and secondary school if the allegations of sexual harassment occurred in a District education program or activity and the alleged sexual harassment occurred within the United States.

"Formal complaint" means a document filed by a complainant or signed by the Title IX coordinator against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the Title IX coordinator by mail, email, through an online portal, or by contacting the Title IX coordinator as directed on the District website or other communications to students, staff, and parents.

"Complainant" means any person who is alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment under Title IX which occurred in a District education program or activity.

"Respondent" means a person who is reported to be the perpetrator of conduct that could constitute sexual harassment.

"Education program or activity" means locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

"Sexual harassment" means conduct based on sex that is one or more of the following:

a. 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;
b. unwelcome sex-based conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive it effectively denies a person equal access to the District's education program or activity; or
c. "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).

"Supportive measures" means non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge before or after the filing of a formal complaint, or where no formal complaint has been filed, designed to restore or preserve equal access to the District's education program or activity.

"Deliberately indifferent" means a response to sexual harassment that is clearly unreasonable in light of the known circumstances.

Title IX Coordinator

The District must identify at least one employee to serve as the Title IX coordinator and authorize that individual to coordinate and facilitate the District's compliance efforts regarding its responsibilities under Title IX, including inquiries about the application of Title IX or formal complaints. The District's Title IX coordinator is:

Title IX Coordinator
701 W. Wetmore Road, Tucson, Arizona 85705
(520) 696-5164
TitleIXCoordinator@amphi.com

Notices

The contact information for the Title IX coordinator and the District's nondiscrimination notice will be prominently posted on the District's website and in any student or employee handbooks.

Any documents used to train the Title IX coordinator, investigators, decision makers, and others involved in the Title IX grievance process will be posted on the District's website and available upon request.

Supportive Measures

The District will provide supportive measures as appropriate and available.

District's Response to Sexual Harassment

When the District receives actual knowledge of sexual harassment in a District education program or activity, the District will respond promptly in a manner that is not deliberately indifferent.

Adopted: March 25, 2025

Legal Authority:

20 U.S.C. § 1681, Education Amendments of 1972, Title IX
34 C.F.R. Part 106

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## © 1-203.A Equal Opportunity—Prohibited Sex Discrimination (Title IX)—Grievance Procedure

A. General Procedures

The District will follow grievance procedures that provide for the prompt and equitable resolution of formal complaints from students and employees alleging sex-based discrimination.

Key personnel under Title IX are the Title IX coordinator, the designated Title IX investigator, the designated Title IX decision maker, and if applicable, the designated Title IX decision maker on appeal. The Title IX coordinator and investigator may be the same person.

If any person involved in an investigation has a concern that the investigator, decision maker, or decision maker on appeal may have a bias or conflict of interest, the Title IX coordinator will evaluate the situation and determine whether to designate a different investigator, decision maker, or decision maker on appeal. The Title IX coordinator also has the discretion to reassign an investigator, decision maker, or decision maker on appeal for any reason. The Title IX coordinator may retain an outside investigator, decision maker, or decision maker on appeal.

B. Supportive Measures

The Title IX coordinator must offer and coordinate supportive measures that do not unreasonably burden either party and are designed to protect the safety of the parties or the educational environment. Supportive measures provide support during the grievance procedures and during the informal resolution process. Supportive measures may not be imposed for punitive or disciplinary reasons.

Supportive measures must be maintained as confidential, except to the extent that maintaining confidentiality would impair the provision of such measures.
Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, and increased monitoring and supervision, as deemed appropriate by the Title IX coordinator.

C. Emergency Removal of Respondent (Student)

Prior to a determination of responsibility for the conduct alleged, the District may remove a student who is a respondent from the District's educational program or activity on an emergency basis when, after completing an individualized safety and risk analysis, it is determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sex discrimination justifies removal. The District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. If a student has an individualized education plan (IEP) or a Section 504 plan, the decision to remove the student on an emergency basis must be coordinated with the District's special education staff and in compliance with relevant requirements of the Individual with Disabilities in Education Act (IDEA) or Section 504 of the Rehabilitation Act (Section 504).

D. Removal of Respondent (Employee)

The District may place an employee who is a respondent on administrative leave while allegations are investigated and resolved in accordance with this grievance procedure.

E. Length of Grievance Process

The District will attempt to complete the grievance process within sixty (60) business days, not including any time for an appeal of the determination. The grievance process may be temporarily delayed and/or timelines may be extended for good cause with written notice to the parties explaining the reason(s) for the extension.

F. Complaint and Notice

Upon receipt of a request for the District to investigate and make a determination about alleged Title IX discrimination, the Title IX coordinator will offer the complainant the opportunity to make a written complaint.

After the preparation of the complaint, the Title IX coordinator will provide written notice of the allegations to the complainant(s) and the respondent(s) and will provide information regarding the grievance process, including the informal resolution process if appropriate. The notice of the allegations must include:

- sufficient detail to allow a respondent to prepare a response, including a description of the conduct alleged, the date and location of the conduct, and the names of the complainant and other involved parties, if any;
- a statement that a respondent is presumed not to be responsible for the conduct and that a determination will be made at the conclusion of the process;
- a statement that retaliation is prohibited;
- notice of all parties' rights to have an attorney or non-attorney advisor;
- notice of the right of the complainant and respondent to inspect and review relevant evidence;
- notice that if in the course of the investigation additional allegations of sex discrimination by the respondent toward the complainant are discovered, those allegations may be consolidated in the complaint, with notice of the additional allegations made to the parties; and
- a prohibition on providing false statements or evidence in connection with the investigation of the complaint.

G. Duty to Report

Title IX complaints may include violations addressed in A.R.S. § 13-3620. Any allegations classified by statute as "reportable offenses" must be reported as such to local law enforcement authorities or the Arizona Department of Child Safety. The allegations may be reported to the Arizona State Board of Education pursuant to A.R.S. § 15-514.

When the Title IX coordinator, investigator, decision maker, or decision maker on appeal reasonably believes that a law enforcement investigation will commence in regard to the complaint allegations reported to the District, the District will temporarily suspend the grievance process and investigative efforts. The Title IX coordinator will continue or implement supportive measures as appropriate. The District may determine (in conjunction with the law enforcement authorities) that the continuation of the internal Title IX grievance process is permissible during a pending law enforcement investigation. The Title IX grievance process will resume as soon as the District becomes aware that the law enforcement investigation has concluded or upon approval of the law enforcement agency. A finding by law enforcement that no wrongdoing occurred will not determine the outcome of the District's investigation but will be considered along with the other evidence.

H. Informal Resolution

At any time before a determination is reached, allegations may be resolved informally, unless it is alleged that a District employee is engaged in sexual harassment against a District student.

As part of the informal resolution process, the Title IX coordinator may engage in interviews and other fact finding. Either party may withdraw from an informal resolution process at any time before agreeing to a resolution and resume the grievance procedures. Once an informal resolution is agreed to by the parties, it becomes binding. The Title IX coordinator has the discretion to decline requests for informal resolution.

Both parties to a formal complaint must voluntarily agree in writing to participate in an informal resolution process. No party is ever required to participate in an informal resolution process. Intimidation, threats, and coercion regarding participation in an informal resolution process are expressly prohibited. Informal resolution will proceed pursuant to the procedures set out below.

Efforts to resolve the formal complaint via informal resolution should not typically extend longer than ten (10) school days unless for good cause (such as unavailability of the parties, state-wide testing, etc.). If the informal resolution process takes more than ten (10) school days, the Title IX coordinator may send a notice of temporary

delay for good cause if it appears that the District will not be able to meet its deadline to complete the Title IX grievance process.

Either party may withdraw from an informal resolution at any time before agreeing to a resolution and resume the grievance process. Once an informal resolution is agreed to by the parties, it becomes binding.

I. Procedures for Informal Resolution

After receipt of a complaint of sex discrimination, the Title IX coordinator will determine whether the complaint is appropriate for referral to an informal resolution process. If the Title IX coordinator determines that the complaint is appropriate for informal resolution, an invitation to participate in an informal resolution process will be given to both parties. The parties may agree to participate in informal resolution at any point in the grievance process prior to the issuance of a determination of responsibility letter by the decision-maker.

If both parties return the consent-to-participate forms, the Title IX coordinator or designee will initiate the informal resolution process within five (5) school days of receipt of both signed forms. The Title IX coordinator will designate an informal resolution facilitator.

The facilitator may be the Title IX coordinator or another individual who has been trained on the District's Title IX policy and procedures, is free from conflicts of interest and bias, and has been trained to serve impartially without prejudging the facts at issue. The facilitator must not be the same person as the investigator or the decision maker. The facilitator will be responsible for contacting the parties within five (5) school days of receipt of the signed consent-to-participate forms to initiate the informal resolution process.

The facilitator will contact the parties individually to discuss the following:

(1) whether the party would like to have a face-to-face meeting (in-person or virtual) with the other party to discuss informal resolution;
(2) the allegation(s) and facts each party believes are relevant to the allegation(s); and
(3) what terms the party believes would resolve the complaint without need for investigation and determination.

After communicating with both parties, the facilitator will determine whether to schedule a face-to-face meeting or to engage separately with each party to discuss the terms for agreement proposed by the other party.

J. Resolution Agreement

If the parties agree to resolve the complaint without proceeding through investigation and a final determination, the terms of that agreement must be in writing and be signed by both parties. A non-exhaustive list of examples of terms that may be included in an informal resolution agreement are as follows:

- removal of a respondent from the educational setting via suspension or expulsion;
- removal of a respondent from the same educational setting as the complainant (reassignment to an alternate location or change of classes, for example);
- agreement that the respondent will attend counseling (provided outside of the school setting with cost to be borne by the respondent);
- non-contact or non-communication agreements between the parties;
- participation by either or both parties in an age-appropriate training to address the parties' understanding of sex discrimination and to mitigate recurrence of the sex discrimination;
- no admission of responsibility by the respondent;
- non-disclosure of the agreement as to the parties; and
- consequences of a breach of any term of the agreement (for example, an agreement might include a term that states that if a party breaches a non-disclosure agreement, that party will be reassigned to an alternative educational setting).

The District is not a party to the resolution agreement. The facilitator should confirm the feasibility of any terms to which the parties have agreed that implicate an administrative action by the District prior to the finalization and

signing of a resolution agreement. Once an agreement is finalized, the Title IX coordinator will take reasonable steps to ensure that it can be implemented on school property and at school-sponsored events.

K. Confidentiality of the Informal Resolution Process

Information or evidence exchanged during an informal resolution process is not confidential as to the Title IX grievance process if a resolution agreement cannot be reached. Either party may share information or evidence obtained during the informal resolution process with the investigator. The facilitator may not be a witness during the investigation. The facilitator's notes will not be shared with the parties nor will the notes become a part of the investigation file.

An informal resolution agreement itself may not be a confidential document and may be subject to a public records request, a valid subpoena for records, or data request from an enforcement agency such as the Office for Civil Rights of the U.S. Department of Education. Any resolution agreement provided as a public records request will redact all personal identifying information as permitted by law.

If a party violates an informal resolution agreement, such violation may be disciplined under appropriate District policies.

L. Dismissal of Title IX Complaint

If the Title IX coordinator or investigator determines that the allegations in a complaint, with all facts assumed to be true for this purpose, do not meet the definition of sex discrimination under the applicable Title IX regulations, or did not occur in the District's educational program or activity, or in the United States, the Title IX coordinator shall dismiss the complaint. The Title IX coordinator may also dismiss a formal complaint if the complainant requests withdrawal of the complaint in writing; if the respondent withdraws from the District (student) or terminates employment with the District (employee); or if specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination. If a complaint is dismissed, supportive measures will continue to be offered to the parties as appropriate.

Upon dismissal of a complaint or any allegations contained in a complaint, the Title IX coordinator will promptly and simultaneously provide written notice of the dismissal and the reason(s) for the dismissal to the complainant and respondent. If a complaint is dismissed, the District may nevertheless take additional appropriate disciplinary action against the respondent under its employee or student code of conduct and procedures related thereto. Upon dismissal, the Title IX coordinator must promptly notify the complainant of the basis for dismissal and that the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX coordinator must also notify the respondent of the dismissal and the basis for the dismissal simultaneously with the notice of dismissal provided to the complainant.

M. Consolidation of Complaints

The District has the discretion to consolidate multiple complaints if the allegations of sexual harassment in the complaints arise out of the same facts of circumstances. The District may consolidate formal complaints as to allegations of sexual harassment against one or more respondents, by more than one complainant against one or more respondents, or by one party against the other party.

N. Investigation

The investigation will be premised on a presumption that the respondent is not responsible for the alleged act(s) of sexual harassment or sex-based discrimination, and both parties will be treated equitably during the investigation. The burden is on the District to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred and if the respondent committed the acts alleged to be sexual harassment.

This District prohibits all complainants, respondents, and any witnesses from knowingly making a false statement or providing false evidence in connection with a Title IX investigation. The District may take appropriate disciplinary action outside the Title IX process against any individual who makes false statements.

Both the complainant and the respondent will have a reasonable opportunity to present witnesses and other evidence to the investigator. The investigator will meet with each party and give them at least twenty-four (24) hours' advance written notice of the date, time, location, and purpose of any interview that will be conducted. The District will not restrict the ability of either party to discuss the allegations and gather evidence related to the allegations of the formal complaint.

The investigator will interview the complainant, the respondent, any witnesses identified by either party, and relevant records. In no event will a party be subjected to any disciplinary sanctions or consequences for refusing or failing to participate in the Title IX grievance process.

Before the investigator prepares the final investigation report, the complainant, the respondent, and their advisors (if any) will be provided with an equal opportunity to access relevant and permissible evidence. If appropriate, that evidence will be provided to the parties in an electronic format and in a manner that does not permit copying or downloading of the evidence. Parties and their advisors will be required to sign a non-disclosure agreement prior to receiving copies of this evidence in an electronic format or printed copy. The evidence provided may include evidence that the investigator does not intend to rely upon and any exculpatory or inculpatory evidence from any source. Within ten (10) calendar days of the date on which the parties were provided with access to the evidence or otherwise notified by the investigator that they could make an arrangement to view the evidence, the parties may prepare and submit to the investigator a written response to the evidence, which the investigator will consider in preparing the written investigation report. In cases in which there is more voluminous evidence that will require more time for the parties to process, the investigator may extend the ten (10) calendar days and provide notice of the extended date to the parties. Following the expiration of the date on which the parties may provide responses to the evidence, the investigator will promptly prepare a written investigation report that fairly summarizes the relevant and permissible evidence discovered during the investigation and provide that to the parties.

O. Written Determination

The written investigation report and any responses submitted by the complainant and/or respondent will be provided to the decision maker, who will make the determination as to whether sex discrimination occurred based on the preponderance of the evidence standard.

Upon receipt of the evidence, the decision maker will invite each party to propose questions that the party would like to have asked by the investigator or the decision maker. The decision maker must determine whether a proposed question is relevant and permissible. If a party submits a question that is unclear or harassing, the decision maker will give the party an opportunity to clarify or revise that question, and if the party sufficiently clarifies or revises a question, it will be asked. If written questions are submitted, the decision maker will promptly provide the questions to the appropriate individual so the individual can provide answers to the questions. Answers to the questions must be provided to the decision maker within ten (10) calendar days of the date on which they are provided. The decision maker will promptly provide each party with the answers to the questions and allow for additional, limited follow-up questions in writing from both the complainant and respondent within three (3) calendar days. If written follow-up questions are submitted to the decision maker, the decision maker will promptly obtain the answers and provide both parties with the responses to the additional questions. Any questions regarding a complainant's prior sexual behavior or sexual predisposition will be deemed irrelevant unless they are offered to provide evidence that someone other than the respondent committed the alleged misconduct or are offered to prove consent.

No sooner than ten (10) calendar days after receiving the investigation report, the decision maker will issue a written determination of responsibility that includes:

- a statement of the allegations;
- a description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- the 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 of whether sex discrimination occurred, and if so, any disciplinary sanctions the District imposes on the respondent; and
- a description of the right to an appeal, how to request an appeal, and the permitted bases for an appeal.

The deadline for the decision maker to issue the determination may be extended for good cause at the decision maker's sole discretion. The complainant and the respondent will be notified concurrently of the determination.

Students found to have violated Title IX will be referred for disciplinary action consistent with the determination. Employees found to have violated Title IX will be subject to employment actions, including discipline or termination of employment consistent with the determination. The Title IX coordinator shall also coordinate the provision and implementation of remedies to the complainant and other persons identified as having had equal access to the District's education program limited or denied by sex discrimination.

P. Appeals

Either the complainant or the respondent may appeal from the written determination of responsibility regarding a formal complaint or the dismissal of a formal complaint (or any allegations therein). The appealing party must submit a written notice of appeal that includes the bases of the appeal to the Title IX coordinator within ten (10) calendar days of the date of the determination or the dismissal of the complaint. No hearing will be held for an appeal.

Written notice of the appeal will be provided to both parties by the District. Either party may file a written response in support of or challenging the determination or dismissal and the bases for the appeal within five (5) calendar days of the date on which written notice of the appeal was provided to all parties.

An appeal may be filed on the following bases only:

- a procedural irregularity that affected the outcome of the matter;
- newly discovered evidence that could affect the outcome of the matter and that was not available at the time the determination was made; and/or
- the Title IX coordinator, the investigator, the decision maker, or the decision maker on appeal having had a conflict of interest or bias that affected the outcome of the matter.

The parties will simultaneously be provided with a written decision regarding the appeal, which will describe the result of the appeal and the rationale for the decision.

Q. Confidentiality and Retention of Investigation Information

Except as necessary to complete a thorough and effective investigation and grievance process under Policy 1-203 and as required by law or District policy, the identity of complainants, respondents, and witnesses; information related to investigations; evidence gathered; and records created during investigations will be maintained in strict confidence.

In implementing Policy 1-203, the District will comply with state and federal laws regarding the confidentiality of student and employee records, including but not limited to the Family Educational Rights and Privacy Act. Information and records regarding any disciplinary sanctions imposed on an employee or student will be maintained and disclosed in the same manner as any other disciplinary record, provided that no disciplinary record shall indicate that discipline was determined through the Title IX process.

R. Records

The Title IX coordinator will retain investigation files for a time period of not less than seven (7) years. The records maintained by the District will document the District's response to allegations of sex discrimination and the measures that were taken to restore or preserve equal access to the District's educational program or activity. If the District did not offer supportive measures in response to a report made under Policy 1-203, the District's records will document why no supportive measures were offered.

S. Training

The District will provide regular training to employees on identifying and reporting acts that may constitute discrimination, harassment, or retaliation under Title IX. The Title IX coordinator, investigators, decision makers,

decision makers on appeal, and any District employees who are designated to facilitate informal resolution processes will receive additional training on Policy 1-203 and implementation of the grievance process at least as often as required by federal regulations implementing Title IX.

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# 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 rational 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.

[INSERT GOVERNING BOARD INFORMATION PAGE HERE]

## A LETTER FROM THE SUPERINTENDENT

Yours sincerely,

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 procedures 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.

- **Revocation of Technology Privileges** – Revoking use of District technology resources.

- **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 <u>not subject</u> 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 procedure. 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 procedure.

**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 <u>at any time</u> 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
- Bus Probation/Suspension
- Community Service
- Conference
- Detention
- In-Class/School Discipline
- In-School Suspension
- Probationary Contract
- Removal from Class
- Reprimand
- Revocation of Automobile Privileges
- Revocation of Off-Campus Privileges
- Revocation of Technology Privileges
- Schedule or Curriculum Adjustment
- Short-term Suspension
- Time Out
- Work Assignment

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

| Prohibited Behavior<br><br>**Aggression and Hostility** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **1A. Provocation**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **1B. Aggressive Act**<br><br>Inappropriate physical contact (non-sexual) which does not cause serious injury. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **1C. Fighting**<br><br>Mutual participation by two or more students in an incident involving physical violence, where there is no major injury. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |

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

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 during an altercation.

| Prohibited Behavior<br><br>**Aggression and Hostility** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| **1D. Assault w/ Injury**<br>Causing any physical injury to another person; knowingly touching another person with the intent to hurt.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1E. Assault**<br><br>Making another person reasonably fearful of physical injury; knowingly insulting another person with the intent to provoke that person.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1F. Aggravated Assault w/ Serious Bodily Injury**<br><br>Committing assault which:<br>• Causes serious bodily injury to another; or<br>• Involves a deadly weapon or dangerous instrument; or<br>• Is inflicted upon someone 15 years or younger by someone 18 years old or older; or<br>• Is an assault of a police officer; or<br>• Is an assault of a school employee.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Long-term Suspension<br>**(Mandatory)** | School Level Actions<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **1G. Aggravated Assault**<br><br>Committing assault which:<br>• Involves a deadly weapon or dangerous instrument; or<br>• Is inflicted upon someone 15 years or younger by someone 18 years old or older; or<br>• Is an assault of a police officer; or<br>• Is an assault of a school employee.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Long-term Suspension<br>**(Mandatory)** | School Level Actions<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |

Example of Serious Bodily Injury: A bodily injury that involves a substantial risk of death, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or faculty (18 U.S.C. Section 1365(h)(3)).

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

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

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.

| Prohibited Behavior<br><br>**Alcohol, Tobacco, Medications and Other Drugs** | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| **2F. Tobacco Possession**<br><br>Use or possession of tobacco and related products. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **2G. Tobacco Distribution**<br><br>Sharing, sale, or distribution of tobacco and related products other than liquid nicotine*.<br><br>* *Liquid nicotine is addressed under Rule 2I as Vaping*. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2H. Medication Violation**<br><br>Use or possession of prescription, over-the-counter or herbal medications at school without prior written permission of the principal.*<br><br>**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**.* | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2I. Vaping**<br><br>Use or possession of an inhalant product from a vapor-releasing device.<br><br>*Inhalant* includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **2J. Distribution of Vape/Vape-Related Products**<br><br>Sharing, sale, or distribution of an inhalant product from a vapor-releasing device.<br><br>Inhalant includes liquid nicotine or other liquid substances for inhaling in a vapor form through an electronic cigarette or similar device. | School Level Actions<br>Short-term Suspension<br>(Mandatory)<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>(Mandatory)<br>Long-term Suspension<br>(Mandatory)<br>Expulsion |

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.

| Prohibited Behavior<br><br>**Arson and Combustibles** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **3A. Arson**<br><br>Deliberately igniting or lighting an item on fire, or starting a fire;<br>Damaging a structure or property by knowingly causing a fire or explosion.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **3B. Combustibles**<br><br>Possession or use of something capable of causing bodily harm or property damage if ignited;<br><br>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<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>*(**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)

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

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

| Prohibited Behavior<br><br>**Harassment, Threats, Bullying, and Intimidation** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **5A. Harassment**<br><br>Any form of communication or conduct, including "hate speech", 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. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **5B. Bullying and/or Cyberbullying**<br><br>Acting toward someone in an unwelcome and unprovoked manner, ongoing/repeated over time, which exerts power over that person on or off District property;<br><br>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. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **5C. Threats and Intimidation**<br><br>Threatening or suggesting, by words or conduct, the intention to cause physical injury or serious damage to a person or their property;<br><br>Associating with or participation in a group which exhibits negative attitudes and actions toward others. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **5D. Hazing**<br><br>Acting against another student, where both of the following apply:<br><br>The act is in connection with initiation into, affiliation with, or membership in any school organization; and<br><br>The act poses a risk of or causes injury, mental harm or degradation. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |

**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.

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

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

| Prohibited Behavior<br><br>**Disruptions to the Academic Process** (cont.) | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| **7E. Parking Violation**<br><br>Parking on school grounds or near school in a manner or location contrary to the school's parking rule;<br><br>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**<br><br>Playing games of chance for money or property. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **7G. Pranks**<br><br>Any act of mischief that disrupts or distracts from a class, school activity or school event. | School Level Actions | School Level Actions<br>Short-term Suspension<br>Long-term Suspension |
| **7H. Probation Violation**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **7I. Safety Violation**<br><br>Acting in a manner that endangers the well-being of yourself or other person(s). | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **7J. Gang-related Clothing or Accessories**<br><br>Wearing or displaying clothing items, images or accessories that represent gang affiliation or membership. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)*** |
| **7K. Student ID**<br><br>The failure to wear or display student identification. | School Level Actions | School Level Actions<br>Short-term Suspension |

| Prohibited Behavior<br><br>**Threatening the School Environment** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **8A. Bomb Threat**<br><br>Threatening to cause harm to property or person using a bomb, dynamite, explosive, or arson-causing device.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8B. Chemical or Biological Threat**<br><br>Threatening to cause harm using dangerous chemicals or biological agents.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8C. False Fire Alarm**<br><br>Intentionally ringing a fire alarm when there is no fire;<br><br>Falsely reporting a fire.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **8D. Other Threat to School**<br><br>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.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

| Prohibited Behavior<br><br>**Sexual Behaviors** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **9A. Sexually Inappropriate Materials***<br><br>Possession of materials containing sexually explicit depictions. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension |
| **9B. Inappropriate Physical Contact***<br><br>An isolated incident of unwelcome contact of a sexual nature. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **9C. Sexual Harassment***<br><br>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:<br><br>• Severe; AND<br>• Pervasive; AND<br>• Objectively offensive so it interferes with another person's full participation in the educational process or any school program or activity.<br><br>Sexual Assault, Dating Abuse/Violence and Domestic Abuse/Violence are considered Sexual Harassment.<br><br>Comments and contact toward anyone due to their sexual orientation, gender identity, or gender expression may be considered Sexual Harassment. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |
| **9D. Sexual Harassment*<br>With Bodily Contact**<br><br>Sexual Harassment (defined above) that includes unwanted physical contact of sexual or non-sexual body parts.<br><br>Any bodily contact linked to dating abuse/violence or domestic abuse/violence. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

**SEXUAL BEHAVIORS AND HARASSMENT** requires notifying the District's Title IX / EEO officer.

**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 1-203 and Procedure 1-203.A in the appendix.*

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

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

**INAPPROPRIATE INFORMATION** includes but is not limited to: names, pictures, addresses, telephone numbers, , school information, social media, etc.

| Prohibited Behavior<br><br>**Technology Abuses** (cont.) | Consequences<br><br>1st Incident | 2nd (or more) Incident |
|---|---|---|
| | | |
| **10B. Misuse of Technology**<br><br>Making or attempting unauthorized access to any Amphitheater Information System (AIS):<br><br>• Bypass firewall or access proxy accounts;<br>• Using, accessing, or saving inappropriate content on any District provided resource;<br>• Using or attempting to use the AIS to:<br>• Access any other computer system;<br>• Access District-prohibited website;<br>• Perform any illegal or inappropriate acts; and/or<br>• Disrupting or modifying the AIS or data by spreading viruses or by any other means. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **10C. Misuse of Personal Technology**<br><br>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. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Revocation of Authorization to Use a District-issued Electronic Device(s) Off-campus | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |

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

- Other than with the permission of the teacher or during lunch, the use of smartphones, smart watches, smart glasses (such as Meta Ray Ban or Oakley), or other Bluetooth enabled devices during the school day is prohibited;
- using District technology for unapproved, non-school related communication via shared document(s);
- a student logging in through another person's account or accessing their files without their written permission;
- using a cell phone to record others, in non-public spaces, without permission;
- recording and sharing/posting videos of student fights/altercations on or off campus;
- facilitating drug or alcohol purchase, distribution, or sale;
- facilitating 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.

| Prohibited Behavior<br><br>**Theft** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **11A. Theft of School Property**<br><br>Taking District money or property with the intent to deprive the District of the money or property. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **11B. Theft of Non-School Property**<br><br>Taking money or property belonging to someone other than the District with the intent to deprive the victim of the money or property. | School Level Actions<br>Short-term Suspension<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion |
| **11C. Extortion**<br><br>Obtaining or trying to obtain someone else's property by threatening to do any of the following:<br>• Causing physical injury to someone;<br>• Causing damage to property;<br>• Accusing someone of a crime; or<br>• Exposing a secret which may subject someone to contempt, hatred, or embarrassment. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **11D. Robbery**<br><br>Using force to take money or property belonging to someone else with the intent to deprive the victim of the money or property. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |

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

| Prohibited Behavior<br><br>**Trespassing and Loitering** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **12A. Trespassing**<br><br>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<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>Expulsion |
| **12B. Loitering**<br><br>Being on school property without a legitimate reason for being there;<br><br>Refusing or failing to identify yourself while on school property. | School Level Actions<br>Short-term Suspension | School Level Actions<br>Short-term Suspension<br>Long-term Suspension<br>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.

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

| Prohibited Behavior<br><br>**Weapons and Dangerous Items** | Consequences<br><br>1st Incident | <br><br>2nd (or more) Incident |
|---|---|---|
| | | |
| **14A. Weapon (Other Than Firearm)**<br><br>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;<br><br>Use of a dangerous item to threaten, intimidate, attack or harm another.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **14B. Firearm**<br><br>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.<br><br>**Must be Reported to Law Enforcement** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion<br>***(Mandatory)*** |
| **14C. Dangerous Item**<br><br>Possession, transfer, concealment, sale or use of anything that is readily capable of causing death or serious physical injury. | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>Expulsion | School Level Actions<br>Short-term Suspension<br>***(Mandatory)***<br>Long-term Suspension<br>***(Mandatory)***<br>Expulsion |

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

- Any dangerous or hazardous object or substance intended for use as weapon;
- Brass knuckles;
- Explosive or destructive device intended for use as weapon;
- Knives with locking blades and/or blades 2.5 inches or longer;
- 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,
- box cutters,
- knives with blade length of less than 2.5 inches,
- laser pointers,
- letter openers,
- mace/pepper spray,
- paintball guns,
- razor blades,
- simulated firearms,
- 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 procedures 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 3-403 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.

# © 5-409 Prohibition on Harassment, Intimidation, and Bullying

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

Harassment means any unwelcome conduct by one student toward another student on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity), or disability and that is sufficiently severe, pervasive, and objectively offensive so as to effectively deny a person equal access to the District's education program or activity.

Intimidation means any behavior by one student toward another student intended to induce fear of physical or emotional harm.

Bullying means any aggressive behavior by one student toward another student that involves an observed or perceived power imbalance and is repeated multiple times. Bullying may inflict physical, psychological, social, or educational harm or distress on a targeted student. It is not bullying when:

- Students of similar age, strength, and size quarrel or fight with each other.
- A student provokes another into a verbal or physical confrontation.
- A student acts aggressively toward another student in the absence of an imbalance of power.

At the beginning of each school year, school officials are to provide all students with a written copy of the rights, protections, and support services available to victims of harassment, intimidation, or bullying.

All schools shall make a written form available for the reporting of incidents of harassment, intimidation, or bullying. Students and parents/legal guardians may make a confidential report to the appropriate school official. District employees are to report suspected incidents of harassment, intimidation, or bullying to the appropriate school official in writing. District employees who fail to do so are subject to disciplinary action, including suspension without pay and termination of employment.

All reported incidents of harassment, intimidation, or bullying are to be documented and the documentation maintained for at least six years. The documentation shall not be used to impose disciplinary action unless an appropriate school official determines that the alleged harassment, intimidation, or bullying occurred. The documentation shall be maintained confidential to the extent possible, and if provided to persons other than school officials or law enforcement, all individually identifiable information shall be redacted.

If an incident of harassment, intimidation, or bullying is reported, school officials will provide an alleged victim with a written copy of the rights, protections, and support services available.

An appropriate school official shall investigate reported and suspected incidents of harassment, intimidation, or bullying and shall notify the alleged victim and alleged victim's parents/guardians of the investigation.

Students who have admitted to or been found to have engaged in harassment, intimidation, or bullying are subject to disciplinary action, including suspension and expulsion. Any student determined to have submitted a false report of harassment, intimidation, or bullying is also subject to disciplinary action, including suspension and expulsion.

Any student physically harmed as the result of harassment, intimidation, or bullying may be referred for emergency medical services, if appropriate. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Adopted: Legal Authority: A.R.S. § 15-341

# 5-212.A Procedure - Student Clubs and Activities - Student Groups

A. Definitions

"Curricular student group" means a student organization that is directly supported and sponsored by the District and through which students may receive academic credit.

"Extracurricular student group" means a student organization that is directly supported and sponsored by the District and whose activities directly relate to classes for which students receive credit toward graduation.

"Noncurricular student group" means any student organization other than a curricular student group or an extracurricular student group or whose activities do not substantially enhance, extend or reinforce the subject matter of an academic course that is currently offered at the school.

"Non-Instructional time" means time set aside by the school before actual classroom instruction begins or after actual instruction ends, including the lunch period or any period during which student attendance is not required.

"Non-School person" means any individual or group whose funding or leadership originates from anywhere other than the District or funds raised by students in the student activity fund.

"Faculty advisor" means an employee of the District who is charged with supervising and ensuring the orderly conduct of a noncurricular student group.

"Faculty sponsor" means an employee of the District who is charged with supervising and leading students in a curricular student group or an extracurricular student group.

B. Student Organizations

The Superintendent may approve the establishment of student organizations appropriate to grade levels within the District.
Student organizations, associations, and clubs have an important place in the educational program. Student organizations will only be recognized by the Governing Board if they:

1. extend, reinforce and support the instructional program;
2. model and allow students to practice democratic self-government;
3. build student morale and a spirit of positive support for the school;
4. honor outstanding student achievement;
5. exemplify diversity; and/or
6. provide wholesome social and recreational activities.

To guide faculty members, staff members, and students in their relationships to school-related and/or noncurricular clubs and organizations, the Board sets forth the following policy:

1. *School clubs and organizations*, including clubs with legal, nondiscriminatory membership restrictions, shall be recognized as authorized, approved activities of the school if they meet all of the criteria for school clubs and organizations as listed in Regulation JJA-R and if they have been approved by the principal of the school.
2. *Noncurricular clubs and organizations* are clubs, organizations, and associations for students that, although not recognized as approved activities of the school, do meet all of the criteria for noncurricular clubs and organizations as listed in Regulation JJA-R and are of a nonsecret nature. Such student groups are not within the jurisdiction of the school and are not responsibilities of the school. However, noncurricular clubs, organizations, and associations may become recognized, school- sponsored organizations by complying with the criteria for school clubs and organizations listed in Regulation JJA-R and receiving approval by the school principal.

3. *Secret organizations* are prohibited in District schools, and membership of students in secret fraternities, sororities, clubs, or associations at any District school is prohibited. The Superintendent is authorized to develop and enforce such disciplinary action as may be appropriate for violation of this policy.

C. Curricular and Extracurricular Student Groups

All curricular student groups must:

1. Permit a participating student to receive academic credit upon meeting the criteria for academic credit;
2. Align with the educational goals of the District;
3. Not engage in any activity that implies the District's endorsement of any political or religious views or beliefs; and
4. Have a faculty sponsor who oversees the activities of the curricular student group.

All extracurricular student groups must:

1. Directly relate to or support a course, class, or subject for which students may receive academic credit;
2. Align with the educational goals of the District;
3. Not engage in any activity that implies the District's endorsement of any political or religious views or beliefs; and
4. Have a faculty sponsor who oversees the activities of the curricular student group.

D. Noncurricular Student Groups

The District permits noncurricular student groups for 7th through 12th grade.

All noncurricular student groups must:

1. be student-led, student-initiated, and subject to voluntary participation;
2. occur during non-instructional time;
3. have a faculty advisor who supervises meetings and activities (see below); and
4. have equal access to school facilities (see below).

E. Faculty Advisor

Faculty advisors attend meetings and activities of noncurricular student groups to ensure the care on proper use of school facilities. The District may not require any employee to serve as a faculty advisor for any noncurricular student group or attend or participate in any meeting or activity whose content is contrary to the employee's beliefs.

Faculty advisors should:

1. Ensure the proper use of school facilities;
2. Ensure that noncurricular student groups follow district policies and procedures and school regulations;
3. Ensure student safety; and
4. Answer questions from student leaders regarding the availability of school facilities and resources.

F. Religious Noncurricular Student Groups

Faculty advisors do not actively participate in or sponsor noncurricular student groups whose meetings and activities are religious in nature.

Faculty advisors for religious noncurricular student groups may not:

1. Recruit students for participation;
2. Recruit guest speakers;
3. Select student leaders;
4. Proactively make announcements (as opposed to relaying announcements per school announcement policies);
5. Participate actively in student discussions, prayer, etc.;
6. Require any person to participate in prayer or any religious activity;
7. Influence the content of any student prayer or religious activity; or
8. Hold themselves out as "sponsors" or "leaders" of the student club.

G. Participation of Outside Groups

Non-school persons may not: (a) direct, conduct, control, or regularly attend meetings or activities of any noncurricular student group; or (b) select the student leadership or faculty advisor for any noncurricular student group. The principal of each school may place reasonable limitations on participation by non-school persons in noncurricular student groups as long as such limitations are applied uniformly to all noncurricular student groups within the school.

H. Access to School Facilities

School facilities must be provided to noncurricular student groups on a uniform and equal basis. A noncurricular student group may not be denied access to announcements, space in school publications, computers, printers, etc., if such access is granted to another noncurricular student group.

I. Prohibited Activities

Notwithstanding any statement in this Procedure to the contrary, the principal may:

1. Place limits on the size of meetings of noncurricular student groups as long as such limits are applied uniformly to all noncurricular student groups;
2. Prohibit any unlawful content associated with a noncurricular student group; and
3. Restrict, cancel, or prohibit the meeting of a noncurricular student group if the meeting would materially and substantially interfere with the orderly conduct of educational or operational activities within the school.

The Board prohibits any student group (including recognized school clubs and organizations, noncurricular clubs and organizations, secret clubs and organizations, or any other student group) from conducting or participating in any activities on school property, or at school-sponsored functions on or off school property, or in off-campus activities that carry over into the school day:

1. that are detrimental to school interests or to the reputation of the school; or
2. that disrupt the school's educational environment; or
3. that could endanger the health and safety of other students; or
4. that violate any law, city or county ordinances, or District policy/regulations.

If any such prohibited activity should occur, the school administrator or the Superintendent shall take such corrective and/or disciplinary action as may be appropriate, which may include suspension or expulsion.

J. Duties of the Principal

The principal shall ensure that all groups classified as curricular student groups and extracurricular student groups meet the criteria set forth in this Procedure. The principal shall also ensure that information regarding other school-sponsored or approved student activities is available to parent/legal guardian upon request.

The principal of each school shall maintain a list of all active student groups that includes the name of the group, the name of the faculty sponsor or faculty advisor, and a general description of the purpose and nature of the

student group. The list shall include the classification of each group as curricular, extracurricular, and noncurricular. In the case of extracurricular student groups, the list shall include the credit-earning courses that directly relate to the extracurricular student group.

The list of student groups shall be made available to students and the parent/legal guardian of a student upon request.

K. Nondiscrimination

The Board also prohibits any recognized, approved school club, organization, or association from taking any action that would discriminate against any group or individual or from establishing any membership requirements that would discriminate against any group or individual on the basis of gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliation, citizenship status, marital status, home language, national origin, family, social or cultural background.
School activities shall not be held on Sundays unless they have been cleared with the Superintendent.

## © 5-408 Hazing Prevention

Hazing is prohibited. Solicitation to engage in hazing is prohibited. Aiding and abetting another person who is engaged in hazing is prohibited.

A person commits hazing by:

Intentionally, knowingly, or recklessly, for the purpose of pre-initiation activities, pledging, initiating, holding office, admitting, or affiliating a student into or with an organization or for the purpose of continuing, reinstating, or enhancing a student's membership or status in an organization, causing, coercing, or forcing a student to engage in or endure any of the following:

1. sexual humiliation or brutality, including forced nudity or an act of sexual penetration, or both;
2. conduct or conditions, including physical or psychological tactics, that are reasonably calculated to cause severe mental distress to the student, including activities that are reasonably calculated to cause the student to harm themselves or others;
3. the consumption of any food, nonalcoholic liquid, alcoholic liquid, drug, or other substance that poses a substantial risk of death, physical injury, or emotional harm;
4. an act of restraint or confinement in a small space or significant sleep deprivation;
5. conduct or conditions that violate a federal or state criminal law and that pose a substantial risk of death or physical injury; or
6. physical brutality or any other conduct or conditions that pose a substantial risk of death or physical injury, including whipping, beating, paddling, branding, electric shocking, placing harmful substances on the body, excessive exercise or calisthenics, or unhealthy exposure to the elements.

Arizona law specifically prohibits the following:

a. with the intent to promote or aid the commission of hazing, agreeing with one or more persons that at least one of them or another person will engage in hazing and one of the parties commits an overt act in furtherance of hazing;
b. intentionally or knowingly engaging in conduct that would constitute hazing if the attendant circumstances were as the person believes them to be;
c. intentionally or knowingly doing anything that, under the circumstances as the person believes them to be, is any step in a course of conduct planned to culminate in committing hazing; and
d. intentionally or knowingly engaging in conduct that is intended to aid another to commit hazing, although the hazing is not committed or attempted by the other person.

This Policy shall not be construed to apply to customary athletic events, contests, or competitions that are sponsored by the school or to any activity or conduct that furthers the goals of a legitimate educational curriculum, legitimate extracurricular program, or legitimate military training program.

Victim consent to or acquiescence in hazing is not a defense to a violation of this Policy.

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

Complaints of hazing and violations of this Policy shall be reported to the principal or assistant principal of the school that sponsors the organization or where any student allegedly involved is enrolled. The principal, assistant principal, or designee shall promptly investigate all complaints of hazing and violations of this Policy. Violations of this Policy shall be reported to the appropriate law enforcement agency whenever a crime is reasonably suspected to have occurred.

Students who violate this Policy are subject to disciplinary action, including suspension and expulsion. Any teacher or staff member who knowingly allows, authorizes, or condones a violation of this Policy is subject to

disciplinary action, including suspension without pay and termination of employment. Any organization that knowingly allows, authorizes, or condones a violation of this Policy may have its permission to conduct operations at the school suspended or revoked. All persons and organizations alleged to have violated this Policy are entitled to appropriate due process, including the right to appeal the discipline or sanction to the next administrative level.

This Policy shall be posted in each school building and printed in every student handbook for distribution to parents/legal guardians and students.

Adopted:

Legal Authority:

A.R.S. § 13-1215

A.R.S. § 13-1216

A.R.S. § 15-2301

**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.**

## 3-302.H Procedure - Transportation – Student Conduct in District Vehicles

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

A. 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.
B. 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.
C. Every student must be seated while riding on a school bus and must remain seated while the bus is in motion.
D. Every student must wear a seat belt, when provided.
E. A student shall not extend hands, arms, head, feet, or any object through the window of the bus or other vehicle.
F. Generally, a student shall not eat or drink any kind of food or beverage while on a school bus or other school vehicle.
G. A student shall not throw, shoot, or project any type of object while on a school bus or other school vehicle.
H. Animals, insects, or reptiles shall not be transported on a school bus.
I. Glass containers shall not be transported in a school bus.
J. Elementary school students must have written permission to leave a school bus at a stop other than such students' usual stops.
K. Any musical instrument carried by a student shall be under the student's control at all times or properly stored in a vacant seat.
L. A student shall make every effort to:

    1. Keep the school bus or other vehicle clean.
    2. Be courteous to the driver and other students/passengers in the school bus or other vehicle.
    3. Practice safe habits in waiting for a school bus at a scheduled stop, and in getting on and off the bus.
    4. Never use loud, profane, or obscene language or obscene gestures while in a school bus or other school vehicles.

M. 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.
N. The use of tobacco, in any form, is prohibited on a school bus.
O. 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.

<u>Consequences for Violations of Conduct Rules for School Bus or Other School District Vehicles</u>

The driver of a school bus or other 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 fourth (4th) level (very serious) violation, it is not necessary that the consequences for levels one through three (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:*

A. *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.

B. *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 second (2nd) level offenses. The name of the student, the behavior, and action taken should be recorded.

C. *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 (1st) or second (2nd) levels and disruptions that compromise the safety or welfare of the driver or other passengers.

1. 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.
2. The final determination of consequence will be made jointly by the principal or designee and the transportation manager.
3. A student may have no more than two (2) third (3rd) level referrals before a loss of riding privileges will occur.

D. *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.

1. 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.
2. Generally, the first fourth (4th) level violation will carry a suspension of up to five (5) days. Additional fourth (4th) level violations will carry a penalty of, at least, five (5) days and may re
3. sult in a loss of riding privileges for the remainder of the school year. However, a first fourth (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 (24) 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:

A. The student involved.
B. The person responsible for the student.
C. 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:

A. *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 refuse
B. s to stay at the scene, and leaves the
C. 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.
D. *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 instruc
E. tions.

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 (10) 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 (10) consecutive days. If the behavior is determined to be a manifestation of the student's disability, the student's individualized education program (IEP) will be reviewed, and modifications will be made if deemed necessary.

# © 5-302 Student Attire

Student attire may be regulated as necessary and appropriate to maintain order and decorum within the educational system and to avoid material and substantial interference with schoolwork or discipline.

A. Prohibited Attire

Attire may be prohibited when it:

- Significantly interferes with the District's ability to maintain order; such as disrupting schoolwork, school programs and activities, creates disorder, or prevents any student(s) from achieving educational objectives.
- Affects the health or safety of students, personnel or visitors.
- Conveys affiliation with a criminal street gang.
- Exposes the wearer's midriff, undergarments, or undergarment areas.
- Contains or conveys obscene language, symbols or messages.
- Promotes or depicts the unlawful use of alcohol, tobacco, or drugs.
- Violates the constitutional rights of any other person(s).
- Is inconsistent with or prohibited by the course, program, or activity.

B. Religious Attire

The District does not discriminate against students or parents/legal guardians on the basis of religious viewpoint or expression. Students may wear clothing, accessories and/or jewelry ("attire") displaying religious messages or symbols in the same manner and to the same extent that other types of attire are permitted.

*Student and Parent/Legal Guardian Complaints*

Students or parents/legal guardians may challenge a District decision on religious attire by submitting a written complaint pursuant to Policy 5-301 (Student Freedom of Expression).

C. Tribal Attire at Graduation Ceremony

The District does not prohibit any student who is an enrolled member of a federally recognized Indian tribe from wearing traditional tribal regalia or objects of cultural significance ("tribal objects") at the student's graduation ceremony. To view the District's "Request to Wear Tribal Regalia or Objects of Cultural Significance to Graduation" form, click here.

Adopted:

Legal Authority:

A.R.S. § 15-110

A.R.S. § 15-341

A.R.S. § 15-712

A.R.S. § 13-105

A.R.S. § 15-348

# 1-204 Student Complaints

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:

A. The topic is not the subject of disciplinary or other proceedings under other policies and regulations of the District, and
B. 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 or grievance may be raised regarding one (1) or more of the following:

A. Violation of the student's constitutional rights.
B. 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.
C. 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.
D. Concern for the student's personal safety.

Refer to Policy 5-409 or 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 a provided District form; however, a verbal complaint or grievance may be made to any school staff member. The receiving staff membe
r 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 the provided District form
.

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 prohib
ited 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 appro
priate 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.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 15-341

## 1-200 Board Commitment to Non-Discrimination

The Governing 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. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 23-341

A.R.S. § 41-1463

Arizona Constitution, Ordinance Art. XX, Par. Seventh

20 U.S.C. § 1400 et seq.

20 U.S.C. § 1681

20 U.S.C. § 1703

29 U.S.C. § 794

42 U.S.C. § 2000

42 U.S.C. § 12101 et seq.

# ©1-203 Equal Opportunity—Prohibited Sex Discrimination (Title IX)

Non-discrimination Policy

The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates as required by Title IX of the Education Amendments of 1972 (Title IX), including in admission and employment.

Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX coordinator or to any employee of a District elementary and secondary school if the allegations of sexual harassment occurred in a District education program or activity and the alleged sexual harassment occurred within the United States.

"Formal complaint" means a document filed by a complainant or signed by the Title IX coordinator against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the Title IX coordinator by mail, email, through an online portal, or by contacting the Title IX coordinator as directed on the District website or other communications to students, staff, and parents.

"Complainant" means any person who is alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment under Title IX which occurred in a District education program or activity.

"Respondent" means a person who is reported to be the perpetrator of conduct that could constitute sexual harassment.

"Education program or activity" means locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

"Sexual harassment" means conduct based on sex that is one or more of the following:

a. 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;
b. unwelcome sex-based conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive it effectively denies a person equal access to the District's education program or activity; or
c. "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).

"Supportive measures" means non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge before or after the filing of a formal complaint, or where no formal complaint has been filed, designed to restore or preserve equal access to the District's education program or activity.

"Deliberately indifferent" means a response to sexual harassment that is clearly unreasonable in light of the known circumstances.

Title IX Coordinator

The District must identify at least one employee to serve as the Title IX coordinator and authorize that individual to coordinate and facilitate the District's compliance efforts regarding its responsibilities under Title IX, including inquiries about the application of Title IX or formal complaints. The District's Title IX coordinator is:

Title IX Coordinator
701 W. Wetmore Road, Tucson, Arizona 85705
(520) 696-5164
TitleIXCoordinator@amphi.com

Notices

The contact information for the Title IX coordinator and the District's nondiscrimination notice will be prominently posted on the District's website and in any student or employee handbooks.

Any documents used to train the Title IX coordinator, investigators, decision makers, and others involved in the Title IX grievance process will be posted on the District's website and available upon request.

Supportive Measures

The District will provide supportive measures as appropriate and available.

District's Response to Sexual Harassment

When the District receives actual knowledge of sexual harassment in a District education program or activity, the District will respond promptly in a manner that is not deliberately indifferent.

Adopted: March 25, 2025

Legal Authority:

20 U.S.C. § 1681, Education Amendments of 1972, Title IX
34 C.F.R. Part 106

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## © 1-203.A Equal Opportunity—Prohibited Sex Discrimination (Title IX)—Grievance Procedure

A. General Procedures

The District will follow grievance procedures that provide for the prompt and equitable resolution of formal complaints from students and employees alleging sex-based discrimination.

Key personnel under Title IX are the Title IX coordinator, the designated Title IX investigator, the designated Title IX decision maker, and if applicable, the designated Title IX decision maker on appeal. The Title IX coordinator and investigator may be the same person.

If any person involved in an investigation has a concern that the investigator, decision maker, or decision maker on appeal may have a bias or conflict of interest, the Title IX coordinator will evaluate the situation and determine whether to designate a different investigator, decision maker, or decision maker on appeal. The Title IX coordinator also has the discretion to reassign an investigator, decision maker, or decision maker on appeal for any reason. The Title IX coordinator may retain an outside investigator, decision maker, or decision maker on appeal.

B. Supportive Measures

The Title IX coordinator must offer and coordinate supportive measures that do not unreasonably burden either party and are designed to protect the safety of the parties or the educational environment. Supportive measures provide support during the grievance procedures and during the informal resolution process. Supportive measures may not be imposed for punitive or disciplinary reasons.

Supportive measures must be maintained as confidential, except to the extent that maintaining confidentiality would impair the provision of such measures.
Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, and increased monitoring and supervision, as deemed appropriate by the Title IX coordinator.

C. Emergency Removal of Respondent (Student)

Prior to a determination of responsibility for the conduct alleged, the District may remove a student who is a respondent from the District's educational program or activity on an emergency basis when, after completing an individualized safety and risk analysis, it is determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sex discrimination justifies removal. The District must provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. If a student has an individualized education plan (IEP) or a Section 504 plan, the decision to remove the student on an emergency basis must be coordinated with the District's special education staff and in compliance with relevant requirements of the Individual with Disabilities in Education Act (IDEA) or Section 504 of the Rehabilitation Act (Section 504).

D. Removal of Respondent (Employee)

The District may place an employee who is a respondent on administrative leave while allegations are investigated and resolved in accordance with this grievance procedure.

E. Length of Grievance Process

The District will attempt to complete the grievance process within sixty (60) business days, not including any time for an appeal of the determination. The grievance process may be temporarily delayed and/or timelines may be extended for good cause with written notice to the parties explaining the reason(s) for the extension.

F. Complaint and Notice

Upon receipt of a request for the District to investigate and make a determination about alleged Title IX discrimination, the Title IX coordinator will offer the complainant the opportunity to make a written complaint.

After the preparation of the complaint, the Title IX coordinator will provide written notice of the allegations to the complainant(s) and the respondent(s) and will provide information regarding the grievance process, including the informal resolution process if appropriate. The notice of the allegations must include:

- sufficient detail to allow a respondent to prepare a response, including a description of the conduct alleged, the date and location of the conduct, and the names of the complainant and other involved parties, if any;
- a statement that a respondent is presumed not to be responsible for the conduct and that a determination will be made at the conclusion of the process;
- a statement that retaliation is prohibited;
- notice of all parties' rights to have an attorney or non-attorney advisor;
- notice of the right of the complainant and respondent to inspect and review relevant evidence;
- notice that if in the course of the investigation additional allegations of sex discrimination by the respondent toward the complainant are discovered, those allegations may be consolidated in the complaint, with notice of the additional allegations made to the parties; and
- a prohibition on providing false statements or evidence in connection with the investigation of the complaint.

G. Duty to Report

Title IX complaints may include violations addressed in A.R.S. § 13-3620. Any allegations classified by statute as "reportable offenses" must be reported as such to local law enforcement authorities or the Arizona Department of Child Safety. The allegations may be reported to the Arizona State Board of Education pursuant to A.R.S. § 15-514.

When the Title IX coordinator, investigator, decision maker, or decision maker on appeal reasonably believes that a law enforcement investigation will commence in regard to the complaint allegations reported to the District, the District will temporarily suspend the grievance process and investigative efforts. The Title IX coordinator will continue or implement supportive measures as appropriate. The District may determine (in conjunction with the law enforcement authorities) that the continuation of the internal Title IX grievance process is permissible during a pending law enforcement investigation. The Title IX grievance process will resume as soon as the District becomes aware that the law enforcement investigation has concluded or upon approval of the law enforcement agency. A finding by law enforcement that no wrongdoing occurred will not determine the outcome of the District's investigation but will be considered along with the other evidence.

H. Informal Resolution

At any time before a determination is reached, allegations may be resolved informally, unless it is alleged that a District employee is engaged in sexual harassment against a District student.

As part of the informal resolution process, the Title IX coordinator may engage in interviews and other fact finding. Either party may withdraw from an informal resolution process at any time before agreeing to a resolution and resume the grievance procedures. Once an informal resolution is agreed to by the parties, it becomes binding. The Title IX coordinator has the discretion to decline requests for informal resolution.

Both parties to a formal complaint must voluntarily agree in writing to participate in an informal resolution process. No party is ever required to participate in an informal resolution process. Intimidation, threats, and coercion regarding participation in an informal resolution process are expressly prohibited. Informal resolution will proceed pursuant to the procedures set out below.

Efforts to resolve the formal complaint via informal resolution should not typically extend longer than ten (10) school days unless for good cause (such as unavailability of the parties, state-wide testing, etc.). If the informal resolution process takes more than ten (10) school days, the Title IX coordinator may send a notice of temporary

delay for good cause if it appears that the District will not be able to meet its deadline to complete the Title IX grievance process.

Either party may withdraw from an informal resolution at any time before agreeing to a resolution and resume the grievance process. Once an informal resolution is agreed to by the parties, it becomes binding.

I. Procedures for Informal Resolution

After receipt of a complaint of sex discrimination, the Title IX coordinator will determine whether the complaint is appropriate for referral to an informal resolution process. If the Title IX coordinator determines that the complaint is appropriate for informal resolution, an invitation to participate in an informal resolution process will be given to both parties. The parties may agree to participate in informal resolution at any point in the grievance process prior to the issuance of a determination of responsibility letter by the decision-maker.

If both parties return the consent-to-participate forms, the Title IX coordinator or designee will initiate the informal resolution process within five (5) school days of receipt of both signed forms. The Title IX coordinator will designate an informal resolution facilitator.

The facilitator may be the Title IX coordinator or another individual who has been trained on the District's Title IX policy and procedures, is free from conflicts of interest and bias, and has been trained to serve impartially without prejudging the facts at issue. The facilitator must not be the same person as the investigator or the decision maker. The facilitator will be responsible for contacting the parties within five (5) school days of receipt of the signed consent-to-participate forms to initiate the informal resolution process.

The facilitator will contact the parties individually to discuss the following:

(1) whether the party would like to have a face-to-face meeting (in-person or virtual) with the other party to discuss informal resolution;
(2) the allegation(s) and facts each party believes are relevant to the allegation(s); and
(3) what terms the party believes would resolve the complaint without need for investigation and determination.

After communicating with both parties, the facilitator will determine whether to schedule a face-to-face meeting or to engage separately with each party to discuss the terms for agreement proposed by the other party.

J. Resolution Agreement

If the parties agree to resolve the complaint without proceeding through investigation and a final determination, the terms of that agreement must be in writing and be signed by both parties. A non-exhaustive list of examples of terms that may be included in an informal resolution agreement are as follows:

- removal of a respondent from the educational setting via suspension or expulsion;
- removal of a respondent from the same educational setting as the complainant (reassignment to an alternate location or change of classes, for example);
- agreement that the respondent will attend counseling (provided outside of the school setting with cost to be borne by the respondent);
- non-contact or non-communication agreements between the parties;
- participation by either or both parties in an age-appropriate training to address the parties' understanding of sex discrimination and to mitigate recurrence of the sex discrimination;
- no admission of responsibility by the respondent;
- non-disclosure of the agreement as to the parties; and
- consequences of a breach of any term of the agreement (for example, an agreement might include a term that states that if a party breaches a non-disclosure agreement, that party will be reassigned to an alternative educational setting).

The District is not a party to the resolution agreement. The facilitator should confirm the feasibility of any terms to which the parties have agreed that implicate an administrative action by the District prior to the finalization and

signing of a resolution agreement. Once an agreement is finalized, the Title IX coordinator will take reasonable steps to ensure that it can be implemented on school property and at school-sponsored events.

K. Confidentiality of the Informal Resolution Process

Information or evidence exchanged during an informal resolution process is not confidential as to the Title IX grievance process if a resolution agreement cannot be reached. Either party may share information or evidence obtained during the informal resolution process with the investigator. The facilitator may not be a witness during the investigation. The facilitator's notes will not be shared with the parties nor will the notes become a part of the investigation file.

An informal resolution agreement itself may not be a confidential document and may be subject to a public records request, a valid subpoena for records, or data request from an enforcement agency such as the Office for Civil Rights of the U.S. Department of Education. Any resolution agreement provided as a public records request will redact all personal identifying information as permitted by law.

If a party violates an informal resolution agreement, such violation may be disciplined under appropriate District policies.

L. Dismissal of Title IX Complaint

If the Title IX coordinator or investigator determines that the allegations in a complaint, with all facts assumed to be true for this purpose, do not meet the definition of sex discrimination under the applicable Title IX regulations, or did not occur in the District's educational program or activity, or in the United States, the Title IX coordinator shall dismiss the complaint. The Title IX coordinator may also dismiss a formal complaint if the complainant requests withdrawal of the complaint in writing; if the respondent withdraws from the District (student) or terminates employment with the District (employee); or if specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination. If a complaint is dismissed, supportive measures will continue to be offered to the parties as appropriate.

Upon dismissal of a complaint or any allegations contained in a complaint, the Title IX coordinator will promptly and simultaneously provide written notice of the dismissal and the reason(s) for the dismissal to the complainant and respondent. If a complaint is dismissed, the District may nevertheless take additional appropriate disciplinary action against the respondent under its employee or student code of conduct and procedures related thereto. Upon dismissal, the Title IX coordinator must promptly notify the complainant of the basis for dismissal and that the dismissal may be appealed. If the dismissal occurs after the respondent has been notified of the allegations, the Title IX coordinator must also notify the respondent of the dismissal and the basis for the dismissal simultaneously with the notice of dismissal provided to the complainant.

M. Consolidation of Complaints

The District has the discretion to consolidate multiple complaints if the allegations of sexual harassment in the complaints arise out of the same facts of circumstances. The District may consolidate formal complaints as to allegations of sexual harassment against one or more respondents, by more than one complainant against one or more respondents, or by one party against the other party.

N. Investigation

The investigation will be premised on a presumption that the respondent is not responsible for the alleged act(s) of sexual harassment or sex-based discrimination, and both parties will be treated equitably during the investigation. The burden is on the District to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment occurred and if the respondent committed the acts alleged to be sexual harassment.

This District prohibits all complainants, respondents, and any witnesses from knowingly making a false statement or providing false evidence in connection with a Title IX investigation. The District may take appropriate disciplinary action outside the Title IX process against any individual who makes false statements.

Both the complainant and the respondent will have a reasonable opportunity to present witnesses and other evidence to the investigator. The investigator will meet with each party and give them at least twenty-four (24) hours' advance written notice of the date, time, location, and purpose of any interview that will be conducted. The District will not restrict the ability of either party to discuss the allegations and gather evidence related to the allegations of the formal complaint.

The investigator will interview the complainant, the respondent, any witnesses identified by either party, and relevant records. In no event will a party be subjected to any disciplinary sanctions or consequences for refusing or failing to participate in the Title IX grievance process.

Before the investigator prepares the final investigation report, the complainant, the respondent, and their advisors (if any) will be provided with an equal opportunity to access relevant and permissible evidence. If appropriate, that evidence will be provided to the parties in an electronic format and in a manner that does not permit copying or downloading of the evidence. Parties and their advisors will be required to sign a non-disclosure agreement prior to receiving copies of this evidence in an electronic format or printed copy. The evidence provided may include evidence that the investigator does not intend to rely upon and any exculpatory or inculpatory evidence from any source. Within ten (10) calendar days of the date on which the parties were provided with access to the evidence or otherwise notified by the investigator that they could make an arrangement to view the evidence, the parties may prepare and submit to the investigator a written response to the evidence, which the investigator will consider in preparing the written investigation report. In cases in which there is more voluminous evidence that will require more time for the parties to process, the investigator may extend the ten (10) calendar days and provide notice of the extended date to the parties. Following the expiration of the date on which the parties may provide responses to the evidence, the investigator will promptly prepare a written investigation report that fairly summarizes the relevant and permissible evidence discovered during the investigation and provide that to the parties.

O. Written Determination

The written investigation report and any responses submitted by the complainant and/or respondent will be provided to the decision maker, who will make the determination as to whether sex discrimination occurred based on the preponderance of the evidence standard.

Upon receipt of the evidence, the decision maker will invite each party to propose questions that the party would like to have asked by the investigator or the decision maker. The decision maker must determine whether a proposed question is relevant and permissible. If a party submits a question that is unclear or harassing, the decision maker will give the party an opportunity to clarify or revise that question, and if the party sufficiently clarifies or revises a question, it will be asked. If written questions are submitted, the decision maker will promptly provide the questions to the appropriate individual so the individual can provide answers to the questions. Answers to the questions must be provided to the decision maker within ten (10) calendar days of the date on which they are provided. The decision maker will promptly provide each party with the answers to the questions and allow for additional, limited follow-up questions in writing from both the complainant and respondent within three (3) calendar days. If written follow-up questions are submitted to the decision maker, the decision maker will promptly obtain the answers and provide both parties with the responses to the additional questions. Any questions regarding a complainant's prior sexual behavior or sexual predisposition will be deemed irrelevant unless they are offered to provide evidence that someone other than the respondent committed the alleged misconduct or are offered to prove consent.

No sooner than ten (10) calendar days after receiving the investigation report, the decision maker will issue a written determination of responsibility that includes:

- a statement of the allegations;
- a description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- the 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 of whether sex discrimination occurred, and if so, any disciplinary sanctions the District imposes on the respondent; and
- a description of the right to an appeal, how to request an appeal, and the permitted bases for an appeal.

The deadline for the decision maker to issue the determination may be extended for good cause at the decision maker's sole discretion. The complainant and the respondent will be notified concurrently of the determination.

Students found to have violated Title IX will be referred for disciplinary action consistent with the determination. Employees found to have violated Title IX will be subject to employment actions, including discipline or termination of employment consistent with the determination. The Title IX coordinator shall also coordinate the provision and implementation of remedies to the complainant and other persons identified as having had equal access to the District's education program limited or denied by sex discrimination.

P. Appeals

Either the complainant or the respondent may appeal from the written determination of responsibility regarding a formal complaint or the dismissal of a formal complaint (or any allegations therein). The appealing party must submit a written notice of appeal that includes the bases of the appeal to the Title IX coordinator within ten (10) calendar days of the date of the determination or the dismissal of the complaint. No hearing will be held for an appeal.

Written notice of the appeal will be provided to both parties by the District. Either party may file a written response in support of or challenging the determination or dismissal and the bases for the appeal within five (5) calendar days of the date on which written notice of the appeal was provided to all parties.

An appeal may be filed on the following bases only:

- a procedural irregularity that affected the outcome of the matter;
- newly discovered evidence that could affect the outcome of the matter and that was not available at the time the determination was made; and/or
- the Title IX coordinator, the investigator, the decision maker, or the decision maker on appeal having had a conflict of interest or bias that affected the outcome of the matter.

The parties will simultaneously be provided with a written decision regarding the appeal, which will describe the result of the appeal and the rationale for the decision.

Q. Confidentiality and Retention of Investigation Information

Except as necessary to complete a thorough and effective investigation and grievance process under Policy 1-203 and as required by law or District policy, the identity of complainants, respondents, and witnesses; information related to investigations; evidence gathered; and records created during investigations will be maintained in strict confidence.

In implementing Policy 1-203, the District will comply with state and federal laws regarding the confidentiality of student and employee records, including but not limited to the Family Educational Rights and Privacy Act. Information and records regarding any disciplinary sanctions imposed on an employee or student will be maintained and disclosed in the same manner as any other disciplinary record, provided that no disciplinary record shall indicate that discipline was determined through the Title IX process.

R. Records

The Title IX coordinator will retain investigation files for a time period of not less than seven (7) years. The records maintained by the District will document the District's response to allegations of sex discrimination and the measures that were taken to restore or preserve equal access to the District's educational program or activity. If the District did not offer supportive measures in response to a report made under Policy 1-203, the District's records will document why no supportive measures were offered.

S. Training

The District will provide regular training to employees on identifying and reporting acts that may constitute discrimination, harassment, or retaliation under Title IX. The Title IX coordinator, investigators, decision makers,

decision makers on appeal, and any District employees who are designated to facilitate informal resolution processes will receive additional training on Policy 1-203 and implementation of the grievance process at least as often as required by federal regulations implementing Title IX.

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# *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, and may result in loss of academic credit. 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
Architectural Drafting and Design
Automotive Diesel Technologies
Automotive Technologies
Bioscience
Business Management
Construction Technology
Culinary Arts
~~Culinary Arts~~ Cyber Security
Digital Photography
Early Childhood Education
Engineering
Film and TV Production
Graphic Design
Music and Audio Production
Nursing Services and Healthcare Foundations
Photo Design
Software and App Design
Sports Medicine
Technical Theatre
Welding

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, Heath 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

Arizona's new law (HB 2484; ARS §15-120.03) now requires all public schools to limit student use of cell phones and personal devices during the school day. Amphitheater students may only use their phones for educational purposes under a teacher's direction, during lunch, in emergencies, or when medically necessary.

To reach your child during the school day, please contact the school's main office. Our schools remain committed to supporting your child's learning in a safe, focused environment.

**All cell phones and other electronic devices (i.e. smart watches, smart glasses (META-enabled) must be turned off and placed in the student's backpack, purse, or locker (if available) while at school, with the exception of during lunch..** 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 procedures 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 Ttolerance "24/7" Ppolicy:** 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.

**Homeschooled/Empowerment Scholarship:** A homeschooled student who was previously enrolled in a public, private, or charter school is ineligible to participate in interscholastic extracurricular activities for the remainder of the school year in which the student was enrolled in a school.
A student enrolled in an online charter school/district is not eligible to participate in interscholastic extracurricular and/or co-curricular activities.

## 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** Parent Portal**. 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 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, <u>all of the following rules apply</u>:

- 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 procedure 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 procedures 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 procedures 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 procedures 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 Procedures 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 3-203 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.

## © 3-203 Visitors

The Superintendent may establish controls and procedures to monitor who is visiting District property, including use of sign in procedures, name tags, and other control mechanisms. The Superintendent may limit both the number of visitors and the times at which visitors are permitted at District facilities.

Classroom Visits by Parents/Legal Guardians

Parents/legal guardians of students who are enrolled in the District or who wish to enroll their student in a District school or program may schedule a visit, tour and/or observation of the classroom and of the school. Parents may schedule a tour by contacting the building principal of the school that they would like to visit. The District administration shall permit a visit, tour and/or observation unless doing so threatens the health and safety of students or District staff.

The building principal may schedule the time and duration of a visit, tour and/or observation so as to minimize disruption on instruction.

Public Conduct on School Property

The following constitutes interference with or disruption of an educational institution under Arizona's criminal code and under this Policy:

1. Threatening to cause physical injury to any staff or student of the District or any person on the property of the District.
2. Threatening to cause damage to any District property or the property of any employee or student at the District. The threat does not need to be directed at any specific property of the District to be a violation.
3. Intentionally or knowingly refusing to leave the property after being ordered to do so by the Superintendent, building administrator or District employee designated by the Superintendent or building administrator to maintain order.

Interference with or disruption of an educational institution is a criminal act under Arizona law.

Visitors on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property, or use of tobacco or tobacco products, including e-cigarettes, on District property.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 13-2911

A.R.S. § 15-341

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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** | **Arizona's Academic Standards Assessments (AASA)** |
|---|---|
| ACT Aspire (Grade 9) | |

| | |
|---|---|
| ACT (Grade 11)<br>Sample Tests and Resources | Grades 3 – 8<br>Sample Tests and Resources |
| **FAFSA: Preparing for Post-High School Education**<br>FAFSA Information and Resources | **Infinite Campus**<br>Parent and Student Portal |
| **REACH Gifted Education Resources**<br>Information and Resources | |

## Acceptable Use Policy

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 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 (CIPA) 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.

## © 1-201.A Form - Equal Educational Opportunity and Non-Discrimination for Students – Complaint Form

**(To be filed with the compliance officer)**

If you feel you have been treated unfairly because of your gender, race, color, religion, age, disability, political affiliation, marital status, veteran status national origin, or as a result of retaliation, you should complete this form and return it to the Equal Opportunity office. If you need further clarification, please contact the Equal Opportunity specialist

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 relevant dates, times, and places.
_____
_____

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 that this information is correct to the best of my knowledge.

_____
Signature of Complainant

The compliance officer shall give one (1) copy to the complainant and shall 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 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, and may result in loss of academic credit. 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 | Architectural Drafting and Design |
| Automotive Diesel Technologies | Automotive Technologies |
| Bioscience | Business Management |
| Construction Technology | Culinary Arts |
| ~~Culinary Arts~~ Cyber Security | Digital Photography |
| Early Childhood Education | Engineering |
| Film and TV Production | Graphic Design |
| Music and Audio Production | Nursing Services and Healthcare Foundations |
| Photo Design | Software and App Design |
| Sports Medicine | Technical Theatre |

Welding

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, Heath 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

Arizona's new law (HB 2484; ARS §15-120.03) now requires all public schools to limit student use of cell phones and personal devices during the school day. Amphitheater students may only use their phones for educational purposes under a teacher's direction, during lunch, in emergencies, or when medically necessary.

To reach your child during the school day, please contact the school's main office. Our schools remain committed to supporting your child's learning in a safe, focused environment.

**All cell phones and other electronic devices (i.e. smart watches, smart glasses (META-enabled devices must be turned off and placed in the student's backpack, purse, or locker (if available) while at school, with the exception of during lunch..** 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 procedures 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 Ttolerance "24/7" Ppolicy:** 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.

**Homeschooled/Empowerment Scholarship:** A homeschooled student who was previously enrolled in a public, private, or charter school is ineligible to participate in interscholastic extracurricular activities for the remainder of the school year in which the student was enrolled in a school.
A student enrolled in an online charter school/district is not eligible to participate in interscholastic extracurricular and/or co-curricular activities.

## 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** Parent Portal**. 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 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, <u>all of the following rules apply</u>:

- 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 procedure 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 procedures 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 procedures 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 procedures 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 Procedures 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 3-203 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.

## © 3-203 Visitors

The Superintendent may establish controls and procedures to monitor who is visiting District property, including use of sign in procedures, name tags, and other control mechanisms. The Superintendent may limit both the number of visitors and the times at which visitors are permitted at District facilities.

Classroom Visits by Parents/Legal Guardians

Parents/legal guardians of students who are enrolled in the District or who wish to enroll their student in a District school or program may schedule a visit, tour and/or observation of the classroom and of the school. Parents may schedule a tour by contacting the building principal of the school that they would like to visit. The District administration shall permit a visit, tour and/or observation unless doing so threatens the health and safety of students or District staff.

The building principal may schedule the time and duration of a visit, tour and/or observation so as to minimize disruption on instruction.

Public Conduct on School Property

The following constitutes interference with or disruption of an educational institution under Arizona's criminal code and under this Policy:

1. Threatening to cause physical injury to any staff or student of the District or any person on the property of the District.
2. Threatening to cause damage to any District property or the property of any employee or student at the District. The threat does not need to be directed at any specific property of the District to be a violation.
3. Intentionally or knowingly refusing to leave the property after being ordered to do so by the Superintendent, building administrator or District employee designated by the Superintendent or building administrator to maintain order.

Interference with or disruption of an educational institution is a criminal act under Arizona law.

Visitors on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property, or use of tobacco or tobacco products, including e-cigarettes, on District property.

Adopted: August 13, 2024

Legal Authority:

A.R.S. § 13-2911

A.R.S. § 15-341

© 2025 The Arizona School Risk Retention Trust

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** | **Arizona's Academic Standards Assessments (AASA)** |
|---|---|
| ACT Aspire (Grade 9) | |

| | |
|---|---|
| ACT (Grade 11)<br>Sample Tests and Resources | Grades 3 – 8<br>Sample Tests and Resources |
| **FAFSA: Preparing for Post-High School Education**<br>FAFSA Information and Resources | **Infinite Campus**<br>Parent and Student Portal |
| **REACH Gifted Education Resources**<br>Information and Resources | |

## Acceptable Use Policy

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 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 (CIPA) 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.

## © 1-201.A Form - Equal Educational Opportunity and Non-Discrimination for Students – Complaint Form

**(To be filed with the compliance officer)**

If you feel you have been treated unfairly because of your gender, race, color, religion, age, disability, political affiliation, marital status, veteran status national origin, or as a result of retaliation, you should complete this form and return it to the Equal Opportunity office. If you need further clarification, please contact the Equal Opportunity specialist

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 relevant dates, times, and places.
_____
_____

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 that this information is correct to the best of my knowledge.

_____
Signature of Complainant

The compliance officer shall give one (1) copy to the complainant and shall retain one (1) copy for the file.

# *REVERSE THIS BOOKLET*

# *FOR THE*

# *STUDENT CODE OF CONDUCT*

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

**DATE OF MEETING:** **April 14, 2026**

**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 Program" ("CCEIP"), 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 $129.45 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 $86.30 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 "s*hall be used for teacher professional development or student instructional support or materials."* During a previous legislative session, the CCEIP law was amended to expand the group of persons who may qualify to receive the CCEIP 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 FY2024-25 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) $129.45 for students attending a school that receives Title I funds and (b) $86.30 for students attending a school that

does not qualify for Title I funds. (These calculations are before payroll withholdings.) 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** **Date: April 3, 2026**
**Associate Superintendent for Secondary Education**

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

CCEIP Incentive Payouts by School and Teacher 2024-2025

## Amphitheater High School

| | | | Final Incentive Payout |
|---|---|---|---|
| 19603 | Berrigan, Morgan | $ | 11.90 |
| 18490 | Beuthin, Kevin | $ | 65.47 |
| 18491 | Gerik, Morgan | $ | 11.90 |
| 11014 | Haverty, Matt | $ | 196.41 |
| 16713 | Kuhn, Brandon | $ | 11.90 |
| 16151 | Landrith, David | $ | 11.90 |
| 16768 | Lise, Ronald | $ | 11.90 |
| 13606 | Ousley, Wendi | $ | 130.94 |
| 19631 | Rodgers, Morgan | $ | 65.47 |
| 19678 | Russell, Denese | $ | 11.90 |
| 10654 | Scheel, Chris | $ | 77.37 |
| 12049 | Stoxen, Amanda | $ | 11.90 |
| 10954 | Stuetze, Christen | $ | 11.90 |
| 18334 | Thornburg, Ryan | $ | 142.84 |
| Grand Total | | **$** | **773.69** |

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.

CCEIP Incentive Payouts by School and Teacher 2024-2025

## Canyon del Oro High School

| | | | Final Incentive Payout |
|---|---|---|---|
| 19423 | Allen, Elizabeth | $ | 111.10 |
| 18476 | Altemara-Arnold, Sara | $ | 111.10 |
| 19585 | Arnold, Lindi | $ | 982.03 |
| 11073 | Aukee, Lisa | $ | 480.11 |
| 19036 | Bomke, Amy | $ | 174.58 |
| 19414 | Bravard, Tabitha | $ | 111.10 |
| 17498 | Castle, Jordan | $ | 1,551.42 |
| 18848 | Chen, Chris | $ | 111.10 |
| 11608 | Christman, Jill | $ | 1,376.83 |
| 19639 | Cook, Crystal | $ | 111.10 |
| 20465 | Cramer, Chase | $ | 111.10 |
| 16228 | Fox, Erica | $ | 1,682.36 |
| 13406 | Girard, Robert | $ | 1,071.31 |
| 13591 | Godlewski, Fabienna | $ | 43.65 |
| 18877 | Goldstein, Heidi | $ | 111.10 |
| 19408 | Grimes, Elizabeth | $ | 111.10 |
| 16301 | Harris, Noreen | $ | 416.62 |
| 18417 | Haskell, Joseph | $ | 698.34 |
| 14741 | Hebert, Patricia | $ | 111.10 |
| 12121 | Hjalmarson-Kittredge, Mar | $ | 165.93 |
| 19987 | Kevershan, Kimberly | $ | 111.10 |
| 19841 | Lantz, Robert | $ | 1,856.94 |
| 19651 | Mayhew, Constance | $ | 111.10 |
| 18481 | Moes, John | $ | 960.21 |
| 16699 | Nicley, Camille | $ | 111.10 |
| 18487 | Pechuzal, Caroline | $ | 130.94 |
| 17048 | Piazza, Elizabeth | $ | 165.93 |
| 11455 | Powell, Matthew | $ | 503.91 |
| 18974 | Roseman, Ronny | $ | 436.46 |
| 16299 | Sanchez, Tenaya | $ | 480.11 |
| 18489 | Walker, Jennifer | $ | 111.10 |
| 11133 | Windes, Jenny | $ | 111.10 |
| 14745 | Yeager, Elizabeth | $ | 1,745.84 |
| 10488 | Yetman, Christopher | $ | 2,075.17 |
| Grand Total | | **$** | **18,554.08** |

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.

CCEIP Incentive Payouts by School and Teacher 2024-2025

## Ironwood Ridge High School

| | | | Final Incentive Payout |
|---|---|---|---|
| 16762 | Ackerman, Janet | $ | 87.29 |
| 18911 | Anderson, Benjamin | $ | 2,149.84 |
| 17131 | Baker, Kevin | $ | 54.83 |
| 20032 | Bills, Patricia | $ | 54.83 |
| 11636 | Delaney, April | $ | 273.06 |
| 10696 | DesJarlais, Paul | $ | 360.35 |
| 10757 | Een, Jenny | $ | 54.83 |
| 19619 | Foster, Jennifer | $ | 111.10 |
| 18285 | Garbera, Shawn | $ | 54.83 |
| 13405 | Gipson, Lori | $ | 872.92 |
| 20054 | Greene, Hannah | $ | 174.58 |
| 11136 | Kautz, Douglas | $ | 54.83 |
| 11301 | Lang, William | $ | 261.88 |
| 19499 | Leider, Sydney | $ | 54.83 |
| 12677 | McElhinney, Judith | $ | 753.17 |
| 17166 | McGowan, Alissa | $ | 600.40 |
| 19650 | Miller, Zane | $ | 273.06 |
| 19600 | Morey, Sarah | $ | 54.83 |
| 18878 | Seymour, Gene | $ | 54.83 |
| 18879 | Seymour, Jamie | $ | 54.83 |
| 19271 | Shugert, Carmen | $ | 54.83 |
| 11349 | Singer, Sharon | $ | 261.88 |
| 14477 | Taylor, Liza | $ | 54.83 |
| 20051 | Vissichelli, Joseph | $ | 1,169.79 |
| 11010 | Watkins, Sean | $ | 54.83 |
| 18506 | Wentworth, Ann | $ | 54.83 |
| Grand Total | | **$** | **8,062.10** |

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.

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Approval of Employee Contract Forms for 2026-2027 Fiscal Year and Direction to Administration to Issue Appropriate Contract to Returning Contracted Staff**

## BACKGROUND:

### General Information about Employee Contracts

Amphitheater Public Schools typically issues employment contracts to returning certificated, professional, and administrative personnel in April. First, Administration presents the proposed forms of contract to the Governing Board for approval and authority to issue employment contracts to new and returning personnel.

### Important Term Contained in All Employee Contracts

The issuance of employment contracts generally follows the Board's approval of a compensation plan for the ensuing year. Because there have been years when employment contracts have been issued prior to Board approval of the compensation package, a term is included in all employee contracts that enables contracts to be issued with the agreement that the specific salary to be paid is actually the amount approved by the Governing Board at the completion of the meet and confer process. This permits the District to pay qualified employees a salary in excess of what is actually written in their employment contract if the final number approved by the Governing Board at the completion of the meet and confer actually exceeds the salary amount identified in the contract. This term has been included in employee contracts for several years now. Specifically, the relevant contract term says:

> *District agrees to pay [EMPLOYEE] a salary of [AMOUNT] together with any salary increase approved for [EMPLOYEE] as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to [EMPLOYEE] to confirm [EMPLOYEE]'s appointment for the 2026-2027 school year. The parties intend, however, that the [EMPLOYEE] salary for this contract be the amount approved for [EMPLOYEE] by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for [EMPLOYEE]'s fulltime employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to [EMPLOYEE], then the amount approved by the Governing Board shall govern. [EMPLOYEE] will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to [EMPLOYEE] in accordance with this contract.*

This contract term has been employed successfully several times in the past to enable compensation increases for contracted employees because the term demonstrates a clear intent by the parties to the contract that the salary includes any compensation increases permitted through a subsequent Board-approved compensation package.

## Proposed Forms of Contract Presented with This Agenda Item

Administration is presenting forms of employment contract for certificated, professional (PENT), and administrative personnel with this agenda item. The proposed forms of contract for consideration and approval by the Board are listed below.

- Administrator - 10 months
- Administrator - 12 months
- Administrator – ASRS Retiree Return to Work – 10 months
- Administrator - ASRS Retiree Return to Work – 12 months
- Cabinet
- Cabinet - ASRS Retiree Return to Work
- Multi-Position Officer
- Multi-Position Officer - ASRS Retiree Return to Work
- PENT- 10 months
- PENT - 12 months
- PENT - ASRS Retiree Return to Work - 10 months
- PENT - ASRS Retiree Return to Work - 12 months
- Teacher - Part Time
- Teacher - ASRS Retiree Return to Work
- Teacher - Short Term
- Teacher - Standard

These are the same forms of contract previously approved, with applicable dates changed as needed for Fiscal Year (FY) 2026-2027, for all certificated, ASRS Retiree Return to Work teachers, professional and administrative staff.

## Approval to Issue Contracts to Returning Employees

Through this agenda item, Administration also requests authority to issue the appropriate employment contract to all qualified employees who will continue their employment with the District next fiscal year. These include all employees currently in an employment contract with the District except: (1) short-term contract employees (this includes ASRS Retiree Return to Work contract employees), and (2) employees who have been approved to, or provided notice of intent to, separate this year. There is a different process in place for issuance of short-term contracts, including ASRS Retiree Return to Work contracts, which occurs later in the spring after staffing plans are finalized.

Once approved, Administration will arrange for the appropriate contract offer to be issued electronically to qualified returning employees through the District's enterprise resource planning (ERP) software named "School ERP Pro". A.R.S. § 15-381.01(B) permits contracts to be issued electronically, rather than printed and delivered via interoffice mail. Administration has successfully issued offers of contract electronically through iVisions for several years.

Electronic contracts are more efficient both for Human Resources and the recipient employee. Qualified employees will receive an email from the Human Resources Department that contains a link to their specific contract. The employee can access their specific contract, review and accept it electronically by selecting the "accept" option in "okta" and print a copy for themselves. Employees no longer need to travel to the District's Administrative Offices to turn in a signed contract as in the past.

There is one caveat, which is that the iVisions contract template only provides a single signature line for the District. For this reason, the Governing Board delegated authority to the Governing Board President last year to sign approved employment contracts on behalf of the Board, as permitted by Arizona state law, so that

iVisions could issue contracts electronically. It is recommended that the Board delegate that same authority to the Governing Board President again this year so that iVisions can be utilized again for efficiency purposes.

## RECOMMENDATION:

Administration recommends that the Governing Board take the following actions regarding this agenda item:

1. Approve the forms of contract as presented for use with certificated, professional, and administrative staff (including rehired ASRS retiree staff) for Fiscal Year 2026-2027.
2. Delegate signatory authority for these forms of contract to the Governing Board President for the electronic issuance of contracts.
3. Direct the appropriate form of contract, together with any compensation package approved for Fiscal Year 2026-2027, be issued to returning (not short-term) members of certificated, professional, and administrative staff for Fiscal Year 2026-2027.

## INITIATED BY:

**John Hastings, Director of Human Resources** **Date: April 7, 2026**

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

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ADMINISTRATOR'S CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2026-2027 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of together with any salary increase approved for Administrator as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2026-2027 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in

A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

_____

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ADMINISTRATOR'S CONTRACT**
**(Ten Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

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3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

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7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

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9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

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**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on the XXX.

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**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**ADMINISTRATOR'S CONTRACT**
**(Ten Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

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3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

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9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2026-2027 school year only. Administrator is hereby notified that Administrator's employment is for the 2026-2027 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2026-2027 school year without any further notice or action on either party's part; or either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. In the event of such early termination, the Administrator agrees to continue performing their duties and responsibilities until the termination date, and the District will pay for all services rendered through that date. Should either party terminate the Agreement before the completion of the notice period, they may be liable for any costs incurred because of the early termination, including but not limited to recruitment costs or replacement expenses.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

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**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**ADMINISTRATOR'S CONTRACT**
**(Twelve Month)**

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11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

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**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ADMINISTRATIVE EXEMPT CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

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2. District agrees to pay Administrator a salary of together with any salary increase approved for Administrator as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2026-2027 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

_____

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**ADMINISTRATIVE EXEMPT CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2026-2027 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of together with any salary increase approved for Administrator as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2026-2027 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2026-2027 school year only. Administrator is hereby notified that Administrator's employment is for the 2026-2027 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2026-2027 school year without any further notice or action on either party's part; or either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. In the event of such early termination, the Administrator agrees to continue performing their duties and responsibilities until the termination date, and the District will pay for all services rendered through that date. Should either party terminate the Agreement before the completion of the notice period, they may be liable for any costs incurred because of the early termination, including but not limited to recruitment costs or replacement expenses.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

_____

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2026-2027 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

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3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

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5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

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**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

_____

**Administrator**

**The Governing Board:**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT**
**(Twelve Month)**

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11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

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13. **Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXXX.

_____

**Administrator**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**
**(Ten Month)**

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2026-2027 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2026-2027 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively,

Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**Professional**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2026-2027 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2026-2027 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**Professional**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**
**(Ten Month)**

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2026-2027 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2026-2027 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial

interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2026-2027 school year only. Professional is hereby notified that Professional's employment is for the 2026-2027 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2026-2027 school year without any further notice or action on either party's part; or either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. In the event of such early termination, the Professional agrees to continue performing their duties and responsibilities until the termination date, and the District will pay for all services rendered through that date. Should either party terminate the Agreement before the completion of the notice period, they may be liable for any costs incurred because of the early termination, including but not limited to recruitment costs or replacement expenses.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**ASRS RETIREE RETURNING TO WORK**
**PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT**
**(Twelve Month)**

This contract is entered into between ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2026-2027 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of together with any salary increase approved for Professional as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2026-2027 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2026-2027 school year only. Professional is hereby notified that Professional's employment is for the 2026-2027 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2026-2027 school year without any further notice or action on either party's part; or either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. In the event of such early termination, the Professional agrees to continue performing their duties and responsibilities until the termination date, and the District will pay for all services rendered through that date. Should either party terminate the Agreement before the completion of the notice period, they may be liable for any costs incurred because of the early termination, including but not limited to recruitment costs or replacement expenses.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

**Professional**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**CERTIFICATED TEACHER'S CONTRACT**
**(Part-Time)**

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2026-2027 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2026-2027 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. This Contract is for the part-time employment of Teacher. Teacher understands that Teacher is not a full-time employee as determined by state law and the salary reflected above is a pro-rated amount based on Teacher's full-time equivalency. Teacher is advised that continuing teacher status, if previously obtained, is lost and terminates upon a reduction to part-time status of less than forty percent (40%).

5. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may

not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

8. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

9. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

10. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

11. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. **Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**Teacher**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**CERTIFICATED ASRS RETIREE RETURNING TO WORK**
**TEACHER'S CONTRACT**

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2026-2027 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2026-2027 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statues §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2026-2027 school year only. Teacher is hereby notified that Teacher's employment is for the 2026-2027 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2026-2027 school year without any further notice or action on either party's part; or either party may terminate this Agreement with thirty (30) calendar days' written notice to the other party. In the event of such early termination, the Teacher agrees to continue performing their duties and responsibilities until the termination date, and the District will pay for all services rendered through that date. Should either party terminate the Agreement before the completion of the notice period, they may be liable for any costs incurred because of the early termination, including but not limited to recruitment costs or replacement expenses.

11. Teacher is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Teacher shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

12. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

13. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

14. **Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**Teacher**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**CERTIFICATED TEACHER'S CONTRACT**
**(Short Term)**

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2026-2027 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2026-2027 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee

eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. **Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

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**Teacher**

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**
**CERTIFICATED TEACHER'S CONTRACT**
**(Standard)**

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2026-2027 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of together with any salary increase approved for Teacher as part of the 2026-2027 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2026-2027 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2026-2027 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2026-2027 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified, according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2026-2027 fiscal year is less or becomes less than that authorized at the beginning of the 2026-2027 fiscal year; b) the District fails to receive, during the 2026-2027 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2026, the District anticipates receiving for use in the 2026-2027 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15550, if Teacher is arrested for or charged with any non--appealable- offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents ($2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. **Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.**

**APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD** on XXX.

_____

**Teacher**

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

**DATE OF MEETING:** **April 14, 2026**

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

**BACKGROUND:**

**STAFF**

Beth Lake requests permission to attend National School Public Relations Association National Seminar on July 17-23, 2026 in New Orleans, Louisiana. Approximate cost of travel is $3,775.00, and will be paid using Maintenance and Operations funds. No school days will be missed, and no substitutes are required.

Mike Gemma requests permission to attend AVID Summer Institute 2026 on June 28-July 1, 2026 in San Diego, California. Approximate cost of travel is $3,040, and will be paid using Maintenance and Operations funds. No school days will be missed, and no substitutes are required.

Kim Moran requests permission to attend AVID Summer Institute 2026 on June 28-July 1, 2026 in San Diego, California. Approximate cost of travel is $3,040, and will be paid using Title II funds. No school days will be missed, and no substitutes are required.

**STUDENTS**

Lisa DaDeppo, Scott Lassiter, and Karissa Weiler request permission to take 14 CDO Odyssey of the Mind students to Odyssey of the Mind World Finals Competition on May 26-31, 2026 in Ames, Iowa. Approximate cost of travel is $27,155.68, and will be paid using Student Activities and Tax Credit funds.

Colin Cordell, Patricia Patchin, Melissa Crown, Biancha Infante, Megan Davenport, and Christina Garcia Seminario request permission to take 20 Innovation Odyssey of the Mind students to Odyssey of the Mind World Finals Competition on May 26-31, 2026 in Ames, Iowa. Approximate cost of travel is $41,023.90, and will be paid using Student Activities and Tax Credit funds.

Harriot Demetriou and Jennifer Iadevaia request permission to take 7 Donaldson students to Odyssey of the Mind World Finals Competition on May 26-31, 2026 in Ames, Iowa. Approximate cost of travel is $21,165.00 and will be paid using Student Activities and Tax Credit funds.

Heidy Quill, Ann Meulemans, Nina Brown, and Joanne Carlson request permission to take 19 Painted Sky students to the Odyssey of the Mind World Finals in Ames, IA May 27-31, 2026. Approximate cost of travel is $37,903.64 and is being paid using tax credit and Auxiliary funds.

| BUDGET CODE KEY | | |
|---|---|---|
| 001.00.100.2579.6360.503.0000 | M & O | Training Non-Instructional, Employee Training, Communications |
| 001.00.100.2579.6582.503.0000 | M & O | Training Non-Instructional, Employee Travel, Communications |
| 001.00.100.2310.6360.502.0000 | M & O | Governing Board, Employee Training, Governing Board |
| 001.00.100.2310.6582.502.0000 | M & O | Governing Board, Employee Travel, Governing Board |

| | | |
|---|---|---|
| 140.26.100.2579.6360.510.0000 | Title II | Training Non-Instructional, Employee Training, Office of Learning and Instruction |
| 140.26.100.2579.6582.510.0000 | Title II | Training Non-Instructional, Employee Travel, Office of Learning and Instruction |
| 850.00.610.1001.6892.282.0000 | Student Activities | Classroom Instruction, Student Expenses, CDO |
| 526.00.610.1001.6892.282.0000 | Tax Credit | Classroom Instruction, Student Expenses, CDO |
| 850.00.610.2190.6892.282.0000 | Student Activities | Other Student Support Services, Student Expenses, CDO |
| 526.00.410.2710.6519.282.0000 | Tax Credit | Student Transportation, Student Travel, CDO |
| 526.00.610.2190.6892.282.0000 | Tax Credit | Other Student Support Services, Student Expenses, CDO |
| 850.00.610.1001.6892.119.0000 | Student Activities | Classroom Instruction, Student Expenses, Innovation |
| 850.00.610.2190.6892.119.0000 | Student Activities | Other Student Support Services, Student Expenses, Innovation |
| 526.00.410.2710.6519.119.0000 | Tax Credit | Student Transportation, Student Travel, Innovation |
| 526.00.610.2190.6892.106.0000 | Tax Credit | Other Student Support Services, Student Expenses, Donaldson |
| 525.00.610.2190.6892.114.0000 | Auxiliary | Other Student Support Services, Student Expenses, Painted Sky |
| 526.00.610.2190.6892.114.0000 | Tax Credit | Other Student Support Services, Student Expenses, Painted Sky |

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

**INITIATED BY:**

**Matthew Munger** **Date: April 13, 2026**
**Associate Superintendent for Secondary Education**

**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): **Beth Lake** _____ SCHOOL: **District Office**

_____ _____ Department (opt.): **Communications Department**

_____ _____ DATE(S): **07/17/26-07/23/26**

ACTIVITY/EVENT: **National School Public Relations Association National Seminar**

LOCATION: **New Orleans, LA**

ABSENCE: # Days **6** 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 | **$1140** | | **001.00.100.2579.6360.503.0000** |
| Transportation | **$1000.00** | Mode **Air** | **001.00.100.2579.6582.503.0000** |
| Rental Car | _____ | | |
| Meals | **$350.00** | | **001.00.100.2579.6582.503.0000** |
| Lodging | **$1250.00** | | **001.00.100.2579.6582.503.0000** |
| TOTAL | **$3775.00** | | |

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: A**ttend the National School Public Relations Association 2026 National Seminar**

Outcomes and academic benefits to students and staff: **Networking with other family engangement/communications professionals as well as opportunities to learn about current family engangement and communication strategies needed to advocate for our schools.**

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

| | | |
|---|---|---|
| ☐ Academic Content | ☐ Caring | ☐ Citizenship |
| ☒ Collaboration | ☒ Communication | ☒ Creative Thinking |
| ☐ Critical Thinking | ☒ Problem-Solving | |

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

Submitted by: _____ 3/10/26
Signature Date

_____ _____
Principal/Supervisor Date

_____ **03.20.26**
Associate Superintendent/Superintendent Date

**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): **Mike Gemma** _____ SCHOOL:

_____ Department (opt.): **Governing Board**

_____ _____ DATE(S): **June 28-July 1, 2026**

ACTIVITY/EVENT: **AVID 2026 Summer Institute**

LOCATION: **San Diego, CA**

ABSENCE: # Days **4** 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 | **$1099** | | **001.00.100.2310.6360.502.0000** |
| Transportation | **$ 625** | Mode **air** | **001.00.100.2310.6582.502.0000** |
| Meals | **$ 266** | | **001.00.100.2310.6582.502.0000** |
| Lodging | **$1050** | | **001.00.100.2310.6582.502.0000** |
| TOTAL | **$3,040** | | |

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: **To participate in AVID Summer Institute Professional Development**

Outcomes and academic benefits to students and staff: **Participants will strengthen their understanding of AVID implementation on their campus, and learn valuable best practices strategies to ensure rigorous implementation toward AVID school side.**

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

| | | |
|---|---|---|
| ☐ Caring | ☐ Citizenship | ☒ Collaboration |
| ☐ Communication | ☒ Creative Thinking | ☒ Critical Thinking |
| ☒ Problem-Solving | ☒ Scholarship | |

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

Submitted by: _____ _____
Signature Date

_____ _____
Principal/Supervisor Date

_____ **3/27/26**
Associate Superintendent/Superintendent Date



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**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): **Kim Moran** ____ SCHOOL:

____ Department (opt.): **Student Services**

____ ____ DATE(S): **June 28-July 1, 2026**

ACTIVITY/EVENT: **AVID 2026 Summer Institute**

LOCATION: **San Diego, CA**

ABSENCE: # Days **4** 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 | **$1099** | | **140.26.100.2579.6360.510.0000** |
| Transportation | **$ 625** | Mode **air** | **140.26.100.2579.6582.510.0000** |
| Meals | **$ 266** | | **140.26.100.2579.6582.510.0000** |
| Lodging | **$1050** | | **140.26.100.2579.6582.510.0000** |
| TOTAL | **$3,040** | | |

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: **To participate in AVID Summer Institute Professional Development**

Outcomes and academic benefits to students and staff: **Participants will strengthen their understanding of AVID implementation on their campus, and learn valuable best practices strategies to ensure rigorous implementation toward AVID school side.**

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

| | | |
|---|---|---|
| ☐ Caring | ☐ Citizenship | ☒ Collaboration |
| ☐ Communication | ☒ Creative Thinking | ☒ Critical Thinking |
| ☒ Problem-Solving | ☒ Scholarship | |

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

Submitted by: Mary Thatcher 3/27/26
Signature Date

____ ____
Principal/Supervisor Date

3/30/26
Associate Superintendent/Superintendent Date



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**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: 14

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

STAFF ADVISOR(S)/CHAPERONES: Lisa DaDeppo, Scott Lassiter, Karissa Weiler

ABSENCE: # Days 0 Sub Required: ☐ Yes X 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, Iowa**

DATES OF TRAVEL: **5/26/26-5/31/26**

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 | ☐ | 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 and rental vans**

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

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

| | APPROX. COST | BUDGET CODE |
|---|---|---|
| Registration | $13,770 | 850.00.610.1001.6892.282.0000<br>526.00.610.1001.6892.282.0000 |
| Transportation | $10,455.68 Flight<br>$2,280 Rental Vans | 850.00.610.2190.6892.282.0000<br>526.00.410.2710.6519.282.0000 |
| Meals | Included in Registration<br>$650 for 3 non included meals and snacks | ____<br>850.00.610.2190.6892.282.0000 |
| Lodging | Included in Registration<br>Included in Registration | 850.00.610.2190.6892.282.0000<br>526.00.610.2190.6892.282.0000 |
| Substitutes | N/A | ____ |
| **TOTAL** | **$27,155.68** | |

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 $ **$1597.39**

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

FUNDING SOURCE(S): **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: _____ 3/16/26
Signature Date

APPROVED BY: _____ 3/16/26
Principal/Supervisor Date

_____ 3/25/2026
Associate Superintendent/Superintendent 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 Blake Davenport, Livia Fendrick, Milana Jackson, Caroline Barrett, Drew Garcia Seminario, Kathryn Parker, Wyatt Michaelsen, Alezandra Crown, Kansas Mellen, Eleanor Hollen, Noelle Hobbins, Antonio Infante, Josephine Fendrick, Sophia Callienes, Dominic Lococo, Onesimus Lopez, Mason Rehm, Camille Rhoads, Mackenzie Cordell, Zara Laing

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

STAFF ADVISOR(S)/CHAPERONES: **Colin Cordell, Patricia Patchin, Melissa Crown, Biancha Infante, Megan Davenport, Christina Garcia Seminario**

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **Odyssey of the Mind Worlds**

DESTINATION OF TRAVEL: **Ames, IA**

DATES OF TRAVEL: **May 25, 2026 – May 31, 2026**

ACADEMIC BENEFITS TO STUDENTS: **High level of academic competition**

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

| | | |
|---|---|---|
| ☒ Academic Content | ☐ Caring | ☐ Citizenship |
| ☒ Collaboration | ☒ Communication | ☒ Creative Thinking |
| ☒ Critical Thinking | ☒ Problem-Solving | |

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles
Transportation approval: _____
☒ Other **American 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 | $16,200.00(students)<br>$4,860.00 (coaches) | 850.00.610.1001.6892.119.0000<br>850.00.610.2190.6892.119.0000 |
| Air Transportation | $12,978.60 (students)<br>$4,893.30 (coaches) | 526.00.410.2710.6519.119.0000<br>850.00.610.2190.6892.119.0000 |
| Ground Transportation | $2,092.00 | 526.00.410.2710.6519.119.0000 |
| Meals | | |
| Lodging | | |
| Substitutes | | |
| **TOTAL** | **$41,023.90** | |

WILL THE DISTRICT RECEIVE REIMBURSEMENT?
IF SO, SOURCE & AMOUNTS:
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

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

COST TO EACH STUDENT $ **600.00**

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

FUNDING SOURCE(S): **TC contributions, club funds, district contributions, Amphi Foundation contribution, fundraising**

FUNDRAISING ACTIVITIES PLANNED (If applicable):
**Jim Click & Ice Cream Night**

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

SUBMITTED BY: _____ 3.30.26
Signature Date

APPROVED BY: _____ 3.30.26
Principal/Supervisor Date

_____ 3/30/26
Associate Superintendent/Superintendent Date



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**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: Donaldson Elementary

ESTIMATED NUMBER OF STUDENTS: 7

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

STAFF ADVISOR(S)/CHAPERONES: **Harriet Demetriou and Jennifer Iadevaia**

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **OM World Finals**

DESTINATION OF TRAVEL: **Ames, Iowa**

DATES OF TRAVEL: **5.26.26-5.31.26**

ACADEMIC BENEFITS TO STUDENTS: **Critical Thinking and Collaboration**

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

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

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles
Transportation approval: _____
☒ Other **Air Flight and shuttle**

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

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

| | APPROX. COST | BUDGET CODE |
|---|---|---|
| Registration/ Lodging | $11,340.00 | 526.00.610.2190.6892.106.0000<br>530.00.610.2190.6892.106.0000 |
| Transportation | $9,825.00 | 526.00.610.2190.6892.106.0000<br>530.00.610.2190.6892.106.0000 |
| Meals | | |
| | | |
| Substitutes | | |
| **TOTAL** | **$21,165.00** | |

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **No**
IF SO, SOURCE & AMOUNTS: **N/A**
* PO must be submitted and approved ***prior*** to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Donations,TC,**

COST TO EACH STUDENT $ **$1,850.00**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Amphi Foundation Donations**

FUNDING SOURCE(S): **Donations, TC, Gifts & Donations, PTO, OM, SA.**

FUNDRAISING ACTIVITIES PLANNED (If applicable):

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

SUBMITTED BY: _____ 4.10.26
Signature Date

APPROVED BY: _____ 4.10.26
Principal/Supervisor Date

_____ 4-13-26
Associate Superintendent/Superintendent Date



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**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: **Painted Sky Elementary**

ESTIMATED NUMBER OF STUDENTS: 19

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

STAFF ADVISOR(S)/CHAPERONES: Heidy Quill, Ann Meulemans, Nina Brown, Joanne Carlson

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

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

DESTINATION OF TRAVEL: University Of Iowa - Ames, IA

DATES OF TRAVEL: 5/27/26-5/31/26

ACADEMIC BENEFITS TO STUDENTS: Students will be competing to solve a problem. They will use effective communication, creative thinking and critical thinking in order to solve the problem.

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

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

PROPOSED METHOD OF TRANSPORTATION:
☐ District-owned vehicles Transportation approval: _____

■ Other Air Travel & Car Rental

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

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**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

| | APPROX. COST | BUDGET CODE |
|---|---|---|
| Registration | $17,825.00*** | 525.00.610.2910.6892.114.0000 |
| | | 526.00.610.2910.6892.114.0000 |
| | | 530.00.610.2910.6892.114.0000 |
| | | 001.00.610.2190.6892.114.0000 |
| Transportation | $18,330.77/Air | 526/525.00.610.2190.6892.114.0000 |
| | $1,747.87/Car Rental & Prop Delivery | 526/525.00.410.2710.6519.114.0000 |
| | | 530.00.410.2710.6519.114.0000 |
| | | 001.00.610.2190.6892.114.0000 |

** Food and Lodging included in Registration Fee

**TOTAL** $37,903.64

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? Fundraising, PTO, Gifts & Donations, Tax Credit

COST TO EACH STUDENT $ $1,652.56

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

FUNDING SOURCE(S): Tax Credit, Fundraising, PTO Gifts & Donations

FUNDRAISING ACTIVITIES PLANNED (If applicable):
Still discussing options

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

SUBMITTED BY: _____ 4/7/26 (4/7/25)
Signature Date

APPROVED BY: _____ 4/7/26 (4/7/25)
Principal/Supervisor Date

_____ 4/7/26
Associate Superintendent/Superintendent Date

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

**DATE OF MEETING:** **April 14, 2026**

**TITLE:** **Update on Facilities Rental Policy Revision**

## BACKGROUND:

The Governing Board previously requested that District administration prepare an agenda item for the April 14, 2026, meeting to review and consider revisions to the District's current policies regarding the rental and community use of Amphitheater public facilities.

At this time, District administration was unable to complete the Board's request for this meeting and is requesting a deferral of this item. Staff must still undertake significant and extensive study, financial analysis, and preparatory work required to present a responsible, data-driven recommendation for policy revision to the Board.

**RATIONALE & OPERATIONAL CONTEXT:** This delay is a matter of necessary prioritization given the severe and unprecedented operational challenges currently demanding the full capacity of District leadership and staff.

As the Board is acutely aware, Amphitheater is presently navigating several simultaneous crises:

- **School Closures:** We are in the complex, labor-intensive process of executing the closure of four of our elementary schools due to declining enrollment and rising operational costs.
- **Unprecedented Inflationary Pressures:** The District is absorbing staggering, unprecedented cost increases across all essential sectors required to function, including health insurance premiums, utilities, fuel, and basic commodities.
- **Personnel Reductions:** We are actively implementing painful job reductions that flow directly from our declining enrollment figures.
- **Programmatic Cuts:** We are being forced to make unavoidable reductions in the educational program offerings available to our students.

Given the severity of these compounding issues, any modification to our facility rental policies cannot be viewed in isolation. Operating, opening, and maintaining our facilities for outside use carries intrinsic costs—including utilities, custodial services, security, and accelerated wear-and-tear.

Any changes to our rental structure must be made only after very careful, deliberate consideration of the direct financial impact on the District. A hasty or inadequately vetted policy change risks exacerbating the exact financial dilemmas that are currently forcing us to close schools, cut jobs, and reduce student services.

## RECOMMENDATION:

Administration recommends that the Governing Board defer the review of facility rental policies to a future date. This will allow staff the necessary time to conduct a comprehensive cost-impact analysis once the immediate, critical logistical demands of the school closures and budget reductions have been responsibly managed.

## INITIATED BY:

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

**Date: April 10, 2026**

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Study and Approval of Joint Recommendation from Meet and Confer Committee for an Employee Compensation for Fiscal Year 2026-2027**

**BACKGROUND:**
The Meet and Confer committee developed a recommendation on an employee compensation package for Fiscal Year (FY) 2026-2027.

The recommendation states:

*We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams have met and conferred as a unified group concerning compensation and fringe benefits for District employees for the Fiscal Year (FY) 26-27 The meet and confer committee recommends that the Superintendent present the Governing Board with the following compensation package for District employees:*

1. *Classroom teachers and professional non-teaching staff will receive a $1,200 increase. Hourly staff will receive a $0.30 per hour increase. These increases are based on the anticipated 2% rise in state funding guaranteed by Proposition 123 and will be provided to all eligible employees.*
2. *All certified employees eligible for Performance Pay will have $3,000 added to their base salary. At the end of the year, they will receive any remaining Performance Pay funds for which they qualify.*
3. *If the District receives additional, undesignated funding during the current year that may be used for salaries, the Meet and Confer committee will reconvene to discuss allocation.*

Both teams did not sign off on this presented agreement because fringe benefit terms remain unresolved for next year. The Meet and Confer Teams will continue to meet to discuss the fringe benefits package and will come forward with a Joint Recommendation once these benefit terms are finalized. However, it was important to both teams that employees receive contracts on time; so only the compensation package is brought forward at this time.

The Arizona legislature continues to deliberate and has not adopted a state budget for next year. The minimum anticipated increase that the District will receive from the State of Arizona for FY 2026-2027 is the 2% inflationary increase authorized by Prop 123. If the Arizona legislature gives schools additional monies, the teams will reconvene to discuss salary implications of the same.

<u>Employee Input on Recommendations</u>
Consistent with Procedure 1-109. A (Meet and Confer Procedures), the Meet and Confer committee will present its recommendation to District personnel for approval and comment on Thursday, April 9, 2026. The survey closes on April 13, 2026, and the PowerPoint presentation for the Board will be uploaded on Monday, April 13, 2026, with the survey results.

**RECOMMENDATION:**
The Administration recommends that the Governing Board approve the joint recommendation as presented.

Additionally, appreciation is expressed to Meet and Confer committee members for their continued work to complete the compensation recommendation through the meet and confer process. Those team members are:

**Amphi Education Association Professional Staff Team**
Colin Cordell
Rebecca Green
Brie Ronnie

**Amphi Education Association Staff Team**
Linda Lewis
Vanessa Harding
Robert Wacker

**Facilitators**
Tassi Call
Chris Gutierrez

**District Professional Staff Team**

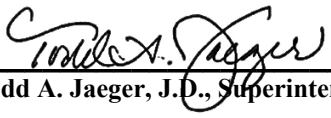
Matt Munger
Chris Trimble
Angela Wichers

**District Support Staff Team Support**

John Hastings
Richard La Nasa
J.J. Letts

**INITIATED BY:**

**Tassi Call, Associate Superintendent for Elementary Education K-5** **Date: April 8, 2026**



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

**JOINT RECOMMENDATION OF THE MEET AND CONFER TEAMS FOR COMPENSATION MATTERS**

We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams, have met and conferred as a unified group concerning compensation and fringe benefits for District employees for the Fiscal Year (FY) 26-27. The meet and confer committee recommend that the Superintendent present the Governing Board with the following compensation package for District employees:

1. Classroom teachers and professional non-teaching staff will receive a $1,200 increase. Hourly staff will receive a $0.30 per hour increase. These increases are based on the anticipated 2% rise in state funding guaranteed by Proposition 123 and will be provided to all eligible employees.
2. All certified employees eligible for Performance Pay will have $3,000 added to their base salary. At the end of the year, they will receive any remaining Performance Pay funds for which they qualify.
3. If the District receives additional, undesignated funding during the current year that may be used for salaries, the Meet and Confer committee will reconvene to discuss allocation.

DATED this 7th day of April, 2026.

**For the Amphitheater Education Association:**

Colin Cordell

Rebecca Green

Brie Ronnie

Vanessa Harding

Linda Lewis

Robert Wacker

**For the District:**

Matt Munger

Chris Trimble

Angela Wichers

John Hastings

Richard La Nasa

JJ Letts

**Certification of Accuracy by Professional/Certificated Facilitators**

Tassi Call

Chris Gutierrez

# Recommendations of the 606 Meet and Confer Committee

Tassi Call, Associate Superintendent for Elementary Education

April 14, 2026

# Committee

**Amphi Education Association Professional Staff Team**

Colin Cordell
Rebecca Green
Brie Ronnie

**District Professional Staff Team**

Matt Munger
Chris Trimble
Angela Wichers

**Amphi Education Association Support Staff Team**

Linda Lewis
Vanessa Harding
Robert Wacker

**District Support Staff Team**

John Hastings
Richard La Nasa
J.J. Letts

**Facilitators**

Tassi Call
Chris Gutierrez

# Committee Process

- February 13- a survey went out to all employees regarding compensation and benefits
- March 2- team leaders met with facilitators to review the staff survey and develop committee work
- March 23- began compensation and benefits work
- March 25-continued work
- March 30-continued work
- April 6- Finalized 2026-2027 Compensation, but will continue to work on benefits

**JOINT RECOMMENDATION OF THE MEET AND CONFER TEAMS FOR COMPENSATION MATTERS**

We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams, have met and conferred as a unified group concerning compensation and fringe benefits for District employees for the Fiscal Year (FY) 26-27. The meet and confer committee recommend that the Superintendent present the Governing Board with the following compensation package for District employees:

1. Classroom teachers and professional non-teaching staff will receive a $1,200 increase. Hourly staff will receive a $0.30 per hour increase. These increases are based on the anticipated 2% rise in state funding guaranteed by Proposition 123 and will be provided to all eligible employees.
2. All certified employees eligible for Performance Pay will have $3,000 added to their base salary. At the end of the year, they will receive any remaining Performance Pay funds for which they qualify.
3. If the District receives additional, undesignated funding during the current year that may be used for salaries, the Meet and Confer committee will reconvene to discuss allocation.

DATED this 7th day of April, 2026.

**For the Amphitheater Education Association:**

Colin Cordell

Rebecca Green

Brie Ronnie

Vanessa Harding

Linda Lewis

Robert Wacker

**For the District:**

Matt Munger

Chris Trimble

Angela Wichers

John Hastings

Richard La Nasa

JJ Letts

**Certification of Accuracy by Professional/Certificated Facilitators**

Tassi Call

Chris Gutierrez

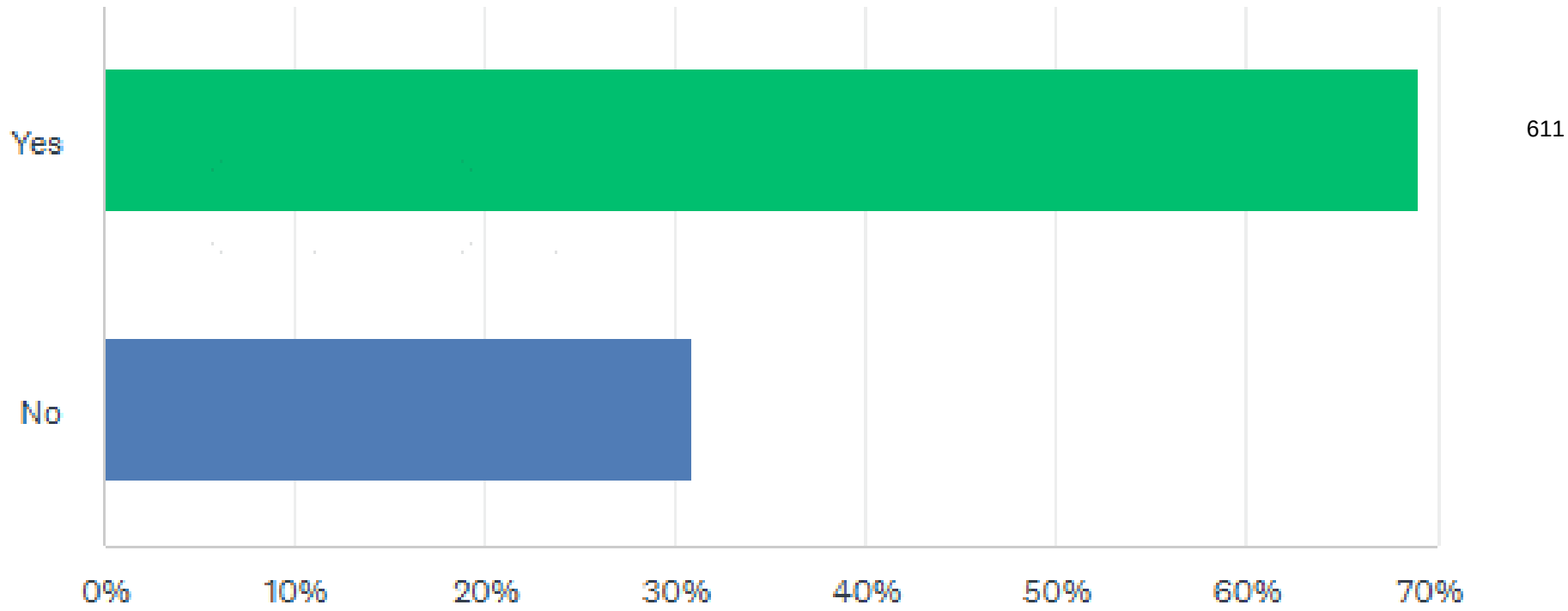
# Joint Recommendation for Compensation

The Meet and Confer committee recommends that the Governing Board approve the following recommendation for employees:

1. Classroom teachers and professional non-teaching staff will receive a $1,200 increase. Hourly staff will receive a $0.30 per hour increase. These increases are based on the anticipated 2% rise in state funding guaranteed by Proposition 123 and will be provided to all eligible employees.
2. All certified employees eligible for Performance Pay will have $3,000 added to their base salary. At the end of the year, they will receive any remaining Performance Pay funds for which they qualify.
3. If the District receives additional, undesignated funding during the current year that may be used for salaries, the Meet and Confer committee will reconvene to discuss allocation.

# Joint Survey of Employees

Answered: 525 Skipped: 0



# Survey Results

525 employees answered questions about the recommendation.

The results were as follows:

612

- 363 (69.14%) agree with the recommendations
- 162 (30.86%) disagree with the recommendations

# Employee Feedback

196 employees provided feedback on the recommendations.

The common themes in the feedback were:

1. Concerns that a $1,200 flat rate for certificated and $.30 per hour for classified increase is insufficient to combat inflation
2. Employees worried about the continued cost of health care
3. Do not want Performance Pay added to base, want a “bonus” at end of the year
4. Not giving a 2% to all employees does not value longevity in the district
5. Need more incentives to keep our employees

# Conclusion

1. Approval will allow classroom teachers and professional non-teaching staff to receive a $1,200 increase. Hourly staff will receive a $0.30 per hour increase.
2. Approval will allow all certified employees eligible for Performance Pay to have $3,000 added to their base salary. At the end of the year, they will receive any remaining Performance Pay funds for which they qualify.
3. Approval that if the District receives new and undesignated funding in the current year that can be used for salaries, the Meet and Confer committee will reconvene.

# Questions?

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Adoption of Resolution for Calling a Special Election to Seek Voter Authorization for the Sale, Lease or Exchange of District Property**

## BACKGROUND:

Arizona Revised Statutes §15-491 & §15-342 permit the Governing Board of School District to call for an election to seek voter approval for the sale of property. The District has identified the following parcels that are no longer needed by the school district:

| Parcel Code | Associated School Site | Legal Description |
|---|---|---|
| 224-03-169J | Copper Creek | N155' E330' W430' NW4 SE4 1.17 AC SEC 2-12-13 |
| 224-04-5860 | Copper Creek | COPPER CREEK II BLK A |
| 101-01-002A | Donaldson | PTN S660' N1620' E166' NE4 LYG E & ADJ RD2.47 AC SEC 4-13-13 |
| 102-10-0050 | Donaldson | RANCHO PALOS VERDES EXTENSION PTN S357.6'W494' LOT 4 & PTN N302.4' W494' LOT 8 |
| 113-05-076A | Holaway | RICHLAND HEIGHTS LOTS 1 THRU 10 INCLUSIVEBLK 6 EXC N10' (RD: D 7520 P 407 4/25/85) |
| 113-05-2630 | Holaway | RICHLAND HEIGHTS RESUB LOT 0002 |
| 113-05-2640 | Holaway | RICHLAND HEIGHTS RESUB LOT 0003 |
| 105-10-1270 | Land Lab | ROBERTA TERRACE LOTS 1 THRU 30 & ABANDONEDSTREETS & ALLEYS |
| 225-11-2580 | Vacant Land | LINDA VISTA CITRUS TRACTS NO 2 LOT 26 - (FORMERLY 203-36-0310) |
| 107-09-092A | Nash | MIRACLE MILE LOTS 1 THRU 6 INCLUSIVE BLK 7 |
| 107-09-098A | Nash | MIRACLE MILE LOT 7 & 8 EXC W150' BLK 7 |
| 107-09-104A | Nash | MIRACLE MILE LOT 9 EXC W150' OF S70' & EXC W170'OF N30' BLK 7 |
| 107-09-106A | Nash | MIRACLE MILE LOT 10 EXC W170' & EXC ALLEY BLK 7 |
| 107-09-112A | Nash | MIRACLE MILE N70' OF LOT 11 EXC W150' THEREOF &S30' OF LOT 11 EXC W170' BLK 7 |
| 107-09-113A | Nash | MIRACLE MILE LOT 12 EXC W150' BLK 7 |
| 101-12-0030 | San Joaquin | N2 NW4 NE4 SE4 EXC N30' & E30' & W30' FOR RDS4.38 AC SEC 9-13-13 |

The district currently has the Copper Creek properties leased to the Arizona School for the Deaf and Blind (ASDB). The approval of the sale of the school would be a contingency if ASDB does not acquire the property or they discontinue the long-term lease.

**RECOMMENDATION:**

The Administration recommends that the Governing Board approved the Resolution calling for an election to seek voter approval for the disposal of surplus properties.

**INITIATED BY:**

Scott Little

**Scott Little, Chief Financial Officer** **Date: April 7, 2026**

Todd A. Jaeger

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

Exhibit A

| Parcel Code | Associated School Site | Legal Description |
|---|---|---|
| 224-03-169J | Copper Creek | N155' E330' W430' NW4 SE4 1.17 AC SEC 2-12-13 |
| 224-04-5860 | Copper Creek | COPPER CREEK II BLK A |
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| 102-10-0050 | Donaldson | RANCHO PALOS VERDES EXTENSION PTN S357.6'W494' LOT 4 & PTN N302.4' W494' LOT 8 |
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| 105-10-1270 | Land Lab | ROBERTA TERRACE LOTS 1 THRU 30 & ABANDONEDSTREETS & ALLEYS |
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| 101-12-0030 | San Joaquin | N2 NW4 NE4 SE4 EXC N30' & E30' & W30' FOR RDS4.38 AC SEC 9-13-13 |

# RESOLUTION

**RESOLUTION ORDERING THAT THE AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, HOLD A SPECIAL ELECTION ON NOVEMBER 3, 2026 TO REQUEST AUTHORIZATION TO SELL, LEASE OR EXCHANGE DISTRICT PROPERTY.**

**WHEREAS**, Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*") owns certain real property described in the ballot question attached hereto as *Exhibit A* (the "*Real Property*"); and

**WHEREAS**, under Arizona law a school district may not, under certain circumstances, sell, lease or exchange real property without approval of the district's voters; and

**WHEREAS**, under Arizona law, a school district may use the proceeds of the lease or sale of real property (i) to pay any outstanding bonded indebtedness, (ii) to reduce taxes, (iii) with certain limitations, to pay maintenance and operation expenditures, (iv) to purchase pupil transportation vehicles, (v) to purchase equipment, furniture, and/or technology for school facilities, (vi) to improve and/or renovate school facilities, and/or (vii) if approved by a district's voters, to purchase school sites or to construct school facilities; and

**WHEREAS**, pursuant to this resolution the Governing Board of the District (the "*Board*") will order that a special site sale election be held in and for the District on November 3, 2026;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, THAT**:

**Section 1**. **Order and Call of Election**. A special election (the "*Election*") is hereby ordered and called to be held in and for this District on November 3, 2026 to submit to the qualified electors of the District the question shown on the form of official ballot, in substantially the form attached hereto as *Exhibit A* and incorporated by reference herein. The District Superintendent or Chief Financial Officer is authorized and directed to complete the legal descriptions in the ballot and take such actions as are necessary to assist the Pima County School Superintendent (the "*County School Superintendent*") and Pima County Elections Department (the "*County Elections Department*") in performing their duties with respect to the Election.

**Section 2**. **Conduct of Election; Contracts; Expenditures**. The Election may be conducted as a mailed ballot election as provided in Arizona Revised Statutes ("*A.R.S.*") § 16-409 or a polling place election as determined by the District Superintendent or Chief Financial Officer. The Board is hereby authorized to request the County School Superintendent and County Elections Department to have ballots printed in substantially the form of *Exhibit A* and to deliver them to the election officials to be given to the qualified electors of the District appearing to vote in the Election as provided by law. The Board authorizes all expenditures as may be necessary to order, notice, hold and administer the Election, including but not limited to the cost of the return postage to return the voted mail ballots if the Election is conducted as a mailed ballot election to the officer in charge of the Election, which expenditures shall be paid from current operating funds. The District Superintendent or Chief Financial Officer is authorized and directed to take all acts, including entering into intergovernmental agreements with the Pima County Recorder (the "*County Recorder*"), the County Elections Department or the County School Superintendent, to carry out the Election. The District Superintendent shall cooperate with the County School Superintendent to ensure proper administration of the Election.

**Section 3**. **Notice of Election**.

(A) Posting of Notice. For a mailed ballot election and polling place election, the District or the County School Superintendent will cause the notice of the Election (the "*Notice*") in substantially the form attached hereto as *Exhibit B-1* and *Exhibit B-2*, respectively, to be posted not less than twenty five (25) days before the Election as required by law.

(B) Publication of Notice in Newspaper of General Circulation. The District or the County School Superintendent will cause the Notice and Call of Special Election, in substantially the form attached hereto as set forth in *Exhibit B-1* or *Exhibit B-2*, as applicable, to be published once a week for two (2) successive weeks in a newspaper of general circulation within the District, if available, during any two (2) of the six (6) weeks preceding one hundred fifty (150) days before the Election. If a newspaper of general circulation is not available within the District, such Notice shall be posted on the District's website and at other locations at which the District posts notices of Board meetings.

**Section 4**. **Ballot Replacement Location**. The District Superintendent or Chief Financial Officer shall coordinate with the County School Superintendent and County Elections Department to designate a location for purposes of replacing ballots that have been lost, spoiled, destroyed or not received by the elector.

**Section 5**. **Precincts and Polling Places**. For purposes of a polling place election which may be held in conjunction with any county, city or special district election of any overlapping jurisdiction, the Board determines that Pima County election precincts will serve as the District election precincts, including any consolidation of such precincts as determined by the County Elections Department and the District's Superintendent or designee. The location of each polling place will be determined by the County Elections Department, which will conduct the Election on behalf of the District. The polls will open at 6:00 a.m. and will close at 7:00 p.m. on November 3, 2026.

**Section 6**. **Early Voting**. Early voting will be permitted at the Election in accordance with the provisions of A.R.S. Title 16, Chapter 4, Article 8.

**Section 7**. **Public Declaration: Submission of Arguments**. The Board publicly declares that: The County School Superintendent has established August 7, 2026 as the deadline for submitting arguments "for" or "against" the proposed sale, lease or exchange of the real property. The arguments must be received by the County School Superintendent on or before 5:00 p.m. on August 7, 2026. A form of the notice requesting arguments "for" or "against", including the deadline for submitting arguments is attached hereto as *Exhibit C*. The District Superintendent or Chief Financial Officer is authorized to revise the form of notice hereto as necessary to comply with all applicable laws or any change of date by the County School Superintendent. The District Superintendent or Chief Financial Officer is authorized to cause the posting of a notice requesting the filing with the County School Superintendent of arguments "for" or "against" the Election on the District's website.

**Section 8**. **Voting Rights Act**. In order to comply with the Voting Rights Act of 1965, as amended, the following proceedings pertaining to the Election will be translated into Spanish and posted and published in each instance where posting and publication of such proceedings are required: ballot, notice, request for "for" and "against" arguments, Informational Pamphlet, all voting materials and all voting instructions. The officers of the District and the County are further authorized and directed to take all action necessary to comply with the Voting Rights Act of 1965, as amended.

**Section 9**. **Canvass**. The Pima County Elections Director (the "*County Elections Director*") or the Pima County Board of Supervisors is requested and authorized to canvass the returns of the Election within thirty (30) days of the Election, as required by A.R.S. § 15-493.

**Section 11**. **Other Actions**. The District Superintendent or Chief Financial Officer is authorized to take all necessary action to facilitate the Election.

**Section 12**. **Ratification**. All actions of the members of the Board, officers, employees and agents of the District which are in conformity with the purposes and intent of this resolution, whether heretofore or hereafter taken, shall be and are hereby ratified, confirmed, authorized and approved.

**Section 13**. **Transmission of Resolution**. A certified copy of this Resolution shall be delivered to the County School Superintendent and the County Elections Director.

[Signature on following page]

**PASSED AND ADOPTED** on April 14, 2026.

_____
President, Governing Board

EXHIBITS A – Sample Ballot
B – Notice and Call of Special Election
C – Request for Arguments

[Signature page to Site Sale Election Resolution]

**EXHIBIT A**

**SAMPLE BALLOT**
**SALE, LEASE OR EXCHANGE OF REAL PROPERTY**

SPECIAL ELECTION
Amphitheater Unified School District No. 10
of Pima County, Arizona - November 3, 2026

**QUESTION NO. ___**

Shall the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona, be authorized to sell, lease or exchange the following described parcels of real property, or any portion thereof, and use all or a portion of any such proceeds of any such sale, lease or exchange to purchase school sites and/or to construct, improve, equip and furnish school buildings, including technology, to purchase student transportation vehicles and/or any other permitted capital expenditure? The real property is described as follows:

**Parcel A:** Vacant land located at 5940 N San Joaquin Ave, Tucson, AZ 85741 (approximately 13.77 acres).

Legal Description for Assessor's Parcel Number ("APN") 101-12-0030 and 225-11-2580:
Parcel 1:
The North Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 9, Township 13 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT therefrom the North 30 feet, the East 30 feet and the West 30 feet for road purpose.

Parcel 2:
Lot 26 of LINDA VISTA CITRUS TRACTS NO. 2, Pima County, Arizona, according to the Map or Plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at Page 79 thereof.

**Parcel B:** Site referred to as Copper Creek Elementary School located 11620 N. Copper Spring Trail, Oro Valley, Arizona 85737 (approximately 14.53 acres).

Legal Description for APN 224-03-169J and 224-04-5860:
Parcel 1:
A parcel of land located in the Southeast quarter, of Section 2, Township 12 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:
Commencing at a found half inch iron pin at the Northwest comer of said Southeast quarter as shown on the plat of Copper Creek II, as recorded in Book 40 of Maps and Plats at Page 50, records of Pima County;
Thence North 89°45'00" East, along the midsection line as defined by said plat, a distance of 100.00 feet to the POINT OF BEGINNING;
Thence North 89°45'00" East, along the midsection line, a distance of 330.00 ft.;
Thence South 00°15'00" East, 155.00 feet;
Thence South 89°45'00" West, 330.00 feet;
Thence North 00°15°00" West, 155.00 feet to the POINT OF BEGINNING.

Parcel 2:
Block A of COPPER CREEK LI, Lots 1 through 235, Blocks "A" through "FE" and Common Areas "A" through "E" according to the plat thereof recorded in Book 40 of Maps, page 50, records of the County Recorder for Pima County, Arizona and as amended by Declaration of Scrivener's Error recorded March 9, 1987 in Docket Book 7987 at page 1311.

**Parcel C:** Site referred to as Donaldson Elementary School located 2040 W. Omar Drive, Tucson, Arizona 85704 (approximately 9.95 acres).

Legal Description for APN 101-01-002A and 102-10-0050:
That part of the East half of the northeast quarter of Section 4, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona, and of Lots 4 and 8 in Rancho Palos, Verdes Extension, a subdivision in Pima County, Arizona according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 6 of Maps and Plats at Page 34, more particularly described as follows:
BEGINNING at a point on the east line of said Section 4 distant 960 feet southerly from the northeast corner:
Thence westerly at right angles, a distance of 166 feet to a point on the east line of La Cholla Boulevard, as recorded in the office of the County Recorder of Pima County, Arizona, in Book 9 of Road Maps at page 45;
Thence southerly along the east line of said La Cholla Boulevard and parallel with the east line of said Section 4, a distance of 660 feet to a point;
Thence easterly at right angles, a distance of 660 feet to a point in sold Lot 8 of Rancho Palos Verdes Extension;
Thence northerly at right angles, a distance of 660 feet to a point, in said Lot 4 of Rancho Palos Verdes Extension;
Thence westerly at right angles, 494 feet, to the point of beginning.
EXCEPTING therefrom, those portions conveyed in Docket 11799, Page 2647:
A portion of land situated in the Northwest 1/4 of Section 4, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:
All that portion of that certain parcel as shown in Docket 1980 at Page 133 recorded in Pima County, Arizona;
PARCEL 1 (RW6)
BEGINNING at the southwesterly corner of said parcel, said corner lying on east right-of-way of La Cholla Boulevard;
Thence North 00°34'39" West along said east right-of-way, a distance of 52.05 feet to a point of a tangent curve having a radius of 45.00 feet, said point also being hereinafter referred to as Point "A";
Thence southeasterly along the arc of said curve concave northeasterly a distance of 70.74 feet and an interior angle of 90°04'06" to a point of tangency;
Thence North 89°21'15" East a distance of 22.99 feet;
Thence South 00°38'45" East a distance of 7.00 feet to a point lying on the north right-of-way of Omar Drive;
Thence South 89°21'15" West along said north right-of-way a distance of 68.05 feet to the POINT OF BEGINNING.
Parcel 2 (RW7)
COMMENCING at heretofore mentioned Point "A";
Thence North 00°34'39"West along said east right-of-way distance of 204.76 feet to the POINT OF BEGINNING.
Thence continue North 00°34'39" West along said east right-of-way a distance of 50.16 feet to a point hereinafter referred
to as Point "B";

Thence South 39°50'08" East a distance of 14.55 feet;
Thence South 00°34’39" East a distance of 27.63 feet;
Thence South 38°40'49" West a distance of 14.55 feet to the POINT OF BEGINNING.
Parcel 3 (R/W8)
COMMENCING at heretofore mentioned Point “B”;
Thence North 00°34'39" West along said east right-of-way a distance 303.02 feet to the POINT OF BEGINNING.
Thence continue North 00°34'39" West along said east right-of-way a distance of 49.96 feet to the northwest corner of said parcel, said corner lying on the south right-of-way of Khaibar Place.
Thence North 89°22‘51" East along said south right-of-way a distance of 49.96 feet to a point of tangent curve having a radius of 50.00 feet;
Thence southerly along the arc of said curve concave southeasterly a distance of 78.50 feet and an interior angle of 89°57’30" to the POINT OF BEGINNING.

**Parcel D:** Site referred to as Amphitheater Land Lab located 450 E. Wetmore Road, Tucson, Arizona 85705 (approximately 6.64 acres).

Legal Description for APN 105-10-1270:
Lots 1 to 30, inclusive, in Roberta Terrace, a subdivision in Pima County, Arizona, according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona, in Book 15 of Maps and Plats at Page 97.

**Parcel E:** Site referred to as Holaway Elementary School located 3500-3501 N. Cherry Avenue, Tucson, Arizona 85719 (approximately 9.67 acres).

Legal Description for APN 113-05-076A, 113-05-2630 and 113-05-2640:
Parcel 1:
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 6 of Richland Heights, Pima County, Arizona, according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona in Book 4 of Maps and Plats, Page 100 thereof.
Parcel 2:
Lot 2 of Richland Heights Subdivision, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 45 of Maps and Plats, Page 43.
Parcel 3:
Lot 3 of Richland Heights Subdivision, according to the plat of record in the office of the County Recorder of Pima County, Arizona, in Book 45 of Maps and Plats, Page 43.

**Parcel F:** Site referred to as Nash Elementary School located 515 W. Kelso Street, Tucson, Arizona 85705 (approximately 4.81 acres).

Legal Description for APN 107-09-092A, 107-09-098A, 107-09-104A, 107-09-106A, 107-09-112A and 107-09-113A:
Parcel 1:
Lot 1 in Block 7 of Miracle Mile Addition to the City of Tucson, Pima County, Arizona, according to the map or plat thereof, of record in the office of the County Recorder of Pima County, Arizona in Book 6 of Maps and Plats, Page 76 thereof.
Parcel 2:
All of Lots 2, 5 and 6; Lot 4, EXCEPT the north 30 feet thereof; Lot 3, EXCEPT the south 30 feet thereof; Lot 7, EXCEPT the west 150 feet thereof; Lot 8, EXCEPT the west 150 feet thereof; the south 70 feet of Lot 9, EXCEPT the west 150 feet thereof; the north 70 feet of Lot 10, EXCEPT the west 170 feet thereof; Lot 12, EXCEPT the west 150 feet thereof; the north 70 feet of Lot 11, EXCEPT the west; 150 feet thereof; and the south 30 feet of Lot 11, EXCEPT the west 170 feet thereof; All in Block 7 of Miracle Mile Addition, Pima County, Arizona, according to the map or

plat thereof of record.in the office of the County Recorder, of Pima County, Arizona in Book 6 of Maps and Plats, Page 76 thereof.

| | |
|---|---|
| SALE, LEASE OR EXCHANGE OF REAL PROPERTY, YES | ☐ |
| SALE, LEASE OR EXCHANGE OF REAL PROPERTY, NO | ☐ |

**[At the discretion of the County elections department, the question set forth above may be presented on the actual ballot in summary form, reading substantially as follows:]**

A "yes" vote shall authorize the Amphitheater Unified School District Governing Board to sell, lease or exchange all or part of the described parcels of real property and use all or a portion of any such proceeds for any permitted capital expenditure.

A "no" vote shall not authorize the Amphitheater Unified School District Governing Board to sell, lease or exchange all or part of the described parcels of real property.

**EXHIBIT B-1**

**[MAILED BALLOT ELECTION]**

**NOTICE AND CALL OF SPECIAL ELECTION**

**TO THE QUALIFIED ELECTORS OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA:**

A special election has been called by, and will be held in, Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*"), on November 3, 2026 ("*Election Day*"). The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to sell, lease or exchange all or part of the following described parcels of real property and use all or a portion of any such proceeds of any such sale, lease or exchange to purchase school sites and/or to construct, improve, equip and furnish school buildings, including technology, to purchase student transportation vehicles and/or any other permitted capital expenditure. The real property is described as follows:

**Parcel A:** Vacant land located at 5940 N San Joaquin Ave, Tucson Arizona 85741 (approximately 13.77 acres). Assessor's Parcel Numbers are 101-12-0030 and 225-11-2580.

**Parcel B:** Site referred to as Copper Creek Elementary School located 11620 N. Copper Spring Trail, Oro Valley, Arizona 85737 (approximately 14.53 acres). Assessor's Parcel Numbers are 224-03-169J and 224-04-5860.

**Parcel C:** Site referred to as Donaldson Elementary School located 2040 W. Omar Drive, Tucson, Arizona 85704 (approximately 9.95 acres). Assessor's Parcel Numbers are 101-01-002A and 102-10-0050.

**Parcel D:** Site referred to as Amphitheater Land Lab located 450 E. Wetmore Road, Tucson, Arizona 85705 (approximately 6.64 acres). Assessor's Parcel Number is 105-10-1270.

**Parcel E:** Site referred to as Holaway Elementary School located 3500-3501 N. Cherry Avenue, Tucson, Arizona 85719 (approximately 9.67 acres). Assessor's Parcel Numbers are 113-05-076A, 113-05-2630 and 113-05-2640.

**Parcel F:** Site referred to as Nash Elementary School located 515 W. Kelso Street, Tucson, Arizona 85705 (approximately 4.81 acres). Assessor's Parcel Numbers are 107-09-092A, 107-09-098A, 107-09-104A, 107-09-106A, 107-09-112A and 107-09-113A.

The election will be a mailed ballot only election. No polling places will be provided. Ballots will be mailed to qualified electors residing within the District no earlier than twenty seven (27) days prior to the election and no later than fifteen (15) days before the election.

The last day to register to vote in order to be eligible to vote in this election is Monday, October 5, 2026.

Any qualified elector is eligible for early voting. Early voting materials may be obtained by contacting the Pima County Elections Department, 6550 S. Country Club Road, Tucson, AZ 85756; telephone: (520) 724-6830. For more information about the foregoing, please review A.R.S. § 15-491 or contact the Amphitheater Unified School District, 701 W. Wetmore Road, Tucson, AZ 85705; telephone: (520) 696-5000.

**EXHIBIT B-2**

**[POLLING PLACE ELECTION]**

**NOTICE OF SPECIAL ELECTION**

**TO THE QUALIFIED ELECTORS OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA:**

A special election will be held in Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*"), on November 3, 2026, at the following polling places:

[INSERT FROM COUNTY ELECTIONS DEPARTMENT]

The polls will open at 6:00 a.m. and close at 7:00 p.m.

The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to sell, lease or exchange all or part of the following described parcels of real property and use all or a portion of any such proceeds of any such sale, lease or exchange to purchase school sites and/or to construct, improve, equip and furnish school buildings, including technology, to purchase student transportation vehicles and/or any other permitted capital expenditure. The real property is described as follows:

**Parcel A:** Vacant land located 5940 N San Joaquin Ave, Arizona (approximately 13.77 acres). Assessor's Parcel Numbers are 101-12-0030 and 225-11-2580.

**Parcel B:** Site referred to as Copper Creek Elementary School located 11620 N. Copper Spring Trail, Oro Valley, Arizona 85737 (approximately 14.53 acres). Assessor's Parcel Numbers are 224-03-169J and 224-04-5860.

**Parcel C:** Site referred to as Donaldson Elementary School located 2040 W. Omar Drive, Tucson, Arizona 85704 (approximately 9.95 acres). Assessor's Parcel Numbers are 101-01-002A and 102-10-0050.

**Parcel D:** Site referred to as Amphitheater Land Lab located 450 E. Wetmore Road, Tucson, Arizona 85705 (approximately 6.64 acres). Assessor's Parcel Number is 105-10-1270.

**Parcel E:** Site referred to as Holaway Elementary School located 3500-3501 N. Cherry Avenue, Tucson, Arizona 85719 (approximately 9.67 acres). Assessor's Parcel Numbers are 113-05-076A, 113-05-2630 and 113-05-2640.

**Parcel F:** Site referred to as Nash Elementary School located 515 W. Kelso Street, Tucson, Arizona 85705 (approximately 4.81 acres). Assessor's Parcel Numbers are 107-09-092A, 107-09-098A, 107-09-104A, 107-09-106A, 107-09-112A and 107-09-113A.

Any qualified elector is eligible for early voting. Early voting materials may be obtained by contacting the Pima County Elections Department, 6550 S. Country Club Road, Tucson, AZ 85756; telephone: (520) 724-6830. For more information about the foregoing, please review A.R.S. § 15-491 or contact the Amphitheater Unified School District, 701 W. Wetmore Road, Tucson, AZ 85705; telephone: (520) 696-5000.

# EXHIBIT C

## REQUEST FOR ARGUMENTS "FOR" OR "AGAINST" THE SPECIAL SALE, LEASE OR EXCHANGE OF REAL PROPERTY ELECTION AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA

Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*"), will hold a special election on Tuesday, November 3, 2026. The purpose of the election is to permit the qualified electors of the District to vote on authorizing the District to sell, lease or exchange all or part of the following described parcels of real property and use all or a portion of any such proceeds of any such sale, lease or exchange to purchase school sites and/or to construct, improve, equip and furnish school buildings, including technology, to purchase student transportation vehicles and/or any other permitted capital expenditure. The real property is described as follows:

**Parcel A:** Vacant land located 5940 N San Joaquin Ave, Arizona (approximately 13.77 acres). Assessor's Parcel Numbers are 101-12-0030 and 225-11-2580.

**Parcel B:** Site referred to as Copper Creek Elementary School located 11620 N. Copper Spring Trail, Oro Valley, Arizona 85737 (approximately 14.53 acres). Assessor's Parcel Numbers are 224-03-169J and 224-04-5860.

**Parcel C:** Site referred to as Donaldson Elementary School located 2040 W. Omar Drive, Tucson, Arizona 85704 (approximately 9.95 acres). Assessor's Parcel Numbers are 101-01-002A and 102-10-0050.

**Parcel D:** Site referred to as Amphitheater Land Lab located 450 E. Wetmore Road, Tucson, Arizona 85705 (approximately 6.64 acres). Assessor's Parcel Number is 105-10-1270.

**Parcel E:** Site referred to as Holaway Elementary School located 3500-3501 N. Cherry Avenue, Tucson, Arizona 85719 (approximately 9.67 acres). Assessor's Parcel Numbers are 113-05-076A, 113-05-2630 and 113-05-2640.

**Parcel F:** Site referred to as Nash Elementary School located 515 W. Kelso Street, Tucson, Arizona 85705 (approximately 4.81 acres). Assessor's Parcel Numbers are 107-09-092A, 107-09-098A, 107-09-104A, 107-09-106A, 107-09-112A and 107-09-113A.

The Pima County School Superintendent will be preparing an informational pamphlet that will be mailed to households containing one or more registered electors within the District. Any persons wishing to submit an argument "for" or "against" the proposed sale, lease or exchange of real property (not to exceed 200 words) may do so by mail or hand delivery of the argument to the Pima County School Superintendent, 200 N. Stone Avenue, Tucson, AZ 85701; telephone: (520) 724-8451.

To be included in the informational pamphlet, such argument must be received in the office of the Pima County School Superintendent on or before 5:00 p.m., August 7, 2026. Such argument must be signed and should include the name of the school district, the author's name, address and telephone number. If the argument is submitted by a political committee, it shall contain the sworn statement of the committee's chairperson or treasurer. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. The entity and author's name will be printed in the informational pamphlet. To find fillable forms for submitting an argument, visit the Pima County School Superintendent's website. The last day to register to vote in order to be eligible to vote in this election is Monday, October 5, 2026. For more information concerning the election, please contact Amphitheater Unified School District, 701 W. Wetmore Road, Tucson, AZ 85705; telephone: (520) 696-5000.

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

**DATE OF MEETING: April 14, 2026**

**TITLE: Resolution Recognizing the Special Contributions of Educational Support Personnel**

## BACKGROUND:

It takes many employees of every job description to make a school district run and provide a quality education to students. Each year, national activities focus recognition upon the invaluable efforts of teachers and school secretaries. There are a great many other positions that do not enjoy their own day of special recognition.

The District's Educational Support Personnel, also known as "Classified Staff" serve in many crucial roles throughout the District, including but certainly not limited to: bus drivers and monitors, carpenters, groundkeepers, clerical personnel, food service personnel, and custodians. Day in and day out, they ensure that schools are safe, clean, welcoming and nurturing to students. They help create a positive atmosphere that is essential to student learning.

While one annual day of recognition can certainly not approach the level of appreciation due these dedicated staff members, an annual focus can hopefully ensure public and media attention to the continuous work of our staff. Thus, our Governing Board, for many years now, has recognized educational support personnel on a dedicated day each year.

A resolution has been prepared for the purpose of setting April 22, 2026 as the date this year when the contributions of Educational Support Personnel are specially recognized. The resolution expands on the discussion above.

## RECOMMENDATION:

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

## INITIATED BY:

**Todd A. Jaeger, J.D., Superintendent** **Date: April 7, 2026**

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

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

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

**WHEREAS** students of the District consistently receive a quality education rated among the highest in the State of Arizona as evidenced by measurements such as district and school rankings, academic and extracurricular competitions, standardized test scores, state school performance grades, and the like;

**WHEREAS** the quality of education received by District students is directly affected and benefited by the dedication, effort and talents of the District's Educational Support Personnel, also known as "Classified Staff";

**WHEREAS** Educational Support Personnel, positively impact children at every level and in every position through which these staff are employed;

**WHEREAS** Educational Support Personnel make their positive impact upon kids every day, with just some examples of the same being the groundskeeper who creates a welcoming and safe environment for students, staff and visitors; the clerical employee who provides vital support, organization, and clarity to others within the sometimes hectic context of a school day; the health assistant who tends to a child's wounded knee; and the instructional technology staff member who brings modern supports to the ever changing world of learning;

**WHEREAS** schools across the country celebrate specified days for teacher appreciation, and school administrative assistant appreciation;

**WHEREAS** no formal day has been established to celebrate the contributions of other Educational Support Personnel;

**WHEREAS** the Governing Board sincerely believes that the appreciation of all school district staff should be ongoing and not limited to one day per year, but still recognizes the value of annually focusing public attention on the efforts of educational personnel; and

**WHEREAS** the focus and attention of the public can be maximized by coordination of District recognition activities for Educational Support Personnel with those occurring nationally for school administrative assistants;

**NOW, THEREFORE, BE IT RESOLVED** by the Amphitheater Unified School District Governing Board that the District hereby recognizes the special everyday contributions of every classified employee of the District and sets apart Wednesday, April 22, 2026 as “Educational Support Personnel Appreciation Day” in the District.

The Governing Board invites other school district governing boards to join them in this celebration of the personnel who truly support education through their care, dedication and contributions - of every form - to the school environment.

**PASSED AND ADOPTED** by the Governing Board this 14th day of April, 2026.

Governing Board Members:

_____
Vicki Cox Golder
President

_____
Matthew Kopec
Vice President

_____
Deanna M. Day, M.Ed.

_____
Michael Gemma, Ed.D.

_____
Susan Zibrat