

Final Posting Monday, October 26, 2020, 3:30 p.m.

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

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

**Tuesday, October 27, 2020**

**5:30 PM**

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

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

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

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

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

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

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

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

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

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

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

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

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

Ms. Deanna M. Day, M.Ed., President

**2. PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**

Tuesday, November 17 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking.

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

**5. INFORMATION**

A. Review of School Hybrid Reopening Progress 4

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

A. Approval of Appointment of Non-Administrative Personnel	35
B. Approval of Personnel Changes	37
C. Approval of Leave(s) of Absence	45
D. Approval of Separation(s) and Termination(s)	47
E. Approval of Stipend for Coaching Volunteers	49
F. Approval of Minutes of Previous Meeting(s)	51
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,759,450.76	65
H. Acceptance of Gifts	66
I. Receipt of September 2020 Report on School Auxiliary and Club Balances	68
J. Approval of School Facilities Board FY 2020 Preventive Maintenance Program Report	78
K. Approval of School Facilities Board (SFB) Grant for Rillito Center Buildings A & D Weatherization Assessment - BRG-ASMNT-00019	82
L. Approval of School Facilities Board (SFB) Grant for Copper Creek MPR Roof Assessment - BRG-ASMNT-00020	91
M. Approval of School Facilities Board (SFB) Grant for Harelson ES Funhouse Weatherization Assessment - BRG-ASMNT-00021	100

**7. PUBLIC COMMENT**

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

**9. ADJOURNMENT**

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

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

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

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**DATE OF MEETING: October 27, 2020**

**TITLE: Review of School Hybrid Reopening Progress**

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**BACKGROUND:**

Amphitheater Public Schools opened with a hybrid schedule on October 12, 2020. Half of the student population is present on our campuses on alternating days, with Cohort 1 attending on Monday and Thursday and Cohort 2 attending on Tuesday and Friday. Wednesday is now a remote learning day for both Cohorts with teacher contact via ZOOM for all students; it is also our district-wide early dismissal day.

When visiting schools over the past two weeks, it was evident that the precautionary measures established are well in place and the students are adapting to new rules such as facemask wearing, frequent handwashing or sanitizing, and adhering to social distancing guidelines. Staff members are working together to ensure that touch point cleaning is completed on a rotating schedule. Teachers are preparing lessons for their students in person, and assigning tasks for students to complete at home, for off campus days.

We saw a marked increase in families choosing to enroll in Amphi Academy Online (AAO) at all grade levels in the days before in-person hybrid learning commenced. AAO is now full and there is a wait list to enroll. As students return to brick and mortar schools, and a spot opens at AAO, parents of students on the wait list are contacted. The presentation this evening will cover details regarding enrollment and overall progress for AAO and for reopening in general.

We continue to ask the public for their assistance to help us keep schools open by wearing a facemask, washing hands regularly, adhering to social distancing guidelines, and avoiding large gatherings.

Superintendent's Cabinet members will share insights with the Board based upon their areas of responsibility in a brief presentation.

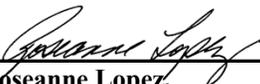
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**RECOMMENDATION:**

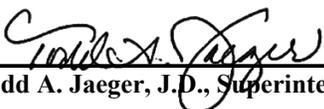
The item is for the Governing Board's information.

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**INITIATED BY:**

  
**Dr. Roseanne Lopez,**  
Associate Superintendent for Elementary Education

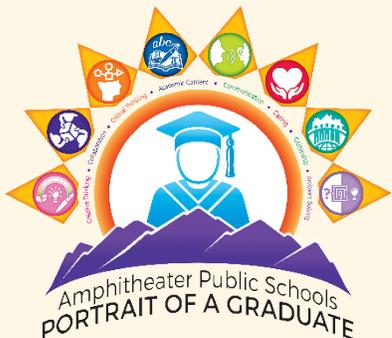
**Date: October 21, 2020**

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



# Review of School Hybrid Reopening Progress and AAO Update

Governing Board Meeting  
October 27, 2020





# Where do things stand now?

## PCHD Indicator: Disease Data

- Declining cases over two consecutive weeks\* (with complete reporting of cases) (Below 100 per 100K) 
- Percent Positivity below 5% for two consecutive weeks\* 
- COVID-like illness in hospitals below 10% for two consecutive weeks\* 

\*(As of October 22, 2020)





# Where do things stand now?

## PCHD Indicator: Healthcare System Availability

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



# Where do things stand now?

## PCHD Indicator: Public Health Tracking and Prevention

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

8





# Where do things stand now?

## PCHD Indicators Summary

- 1 
- 3 
- 5 

*Greens are up by 4 since the last report.*

Current County health metrics still guide only toward reopening in hybrid learning presently.

When all indicators are green: full reopening is possible.

# COVID-19 School Benchmarks

By Arizona County

The following are public health recommendations to guide school administration on which learning model could be implemented for their school based on community spread within their county.

The Arizona Department of Health Services (ADHS) recommends county-specific public health benchmarks fall in the **moderate** or **minimal** category in **all three benchmarks for two weeks** in order to provide Hybrid learning. The [ADHS Schools Toolkit](#) further defines community spread levels and delivery models outlined below.

**School reopening plans should encompass four scenarios:**

- Traditional/in-person - All students in physical buildings
- Hybrid - Some students in physical buildings and some students distance learning
- Virtual - All students distance learning with onsite support services
- Intermittent - Intermittent distance learning based on emergency closures as defined by state and local health departments

County	Recommended School Delivery Model
Apache	Hybrid
Cochise	Hybrid
Coconino	Hybrid
Gila	Hybrid
Graham	Hybrid
Greenlee	In-Person
La Paz	Hybrid
Maricopa	Hybrid
Mohave	Hybrid
Navajo	Hybrid
Pima	Hybrid
Pinal	Hybrid
Santa Cruz	Hybrid
Yavapai	Hybrid
Yuma	Hybrid

For additional information & the schools dashboard, visit [azhealth.gov/schoolsCOVID19](https://azhealth.gov/schoolsCOVID19).

Updated: 10/22/2020

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## State School Guidance: Hybrid Model





# Updates from Departments

11





<b>Mondays</b>	<b>A – L</b> (In Person) Cohort #1
	<b>M – Z</b> (Remote Learning Assignments on software, projects, reading, math practice) Cohort #2

<b>Tuesdays</b>	<b>A – L</b> (Remote learning assignments on software, projects, reading, math practice) Cohort #1
	<b>M – Z</b> (In Person) Cohort #2

<b>Wednesdays</b>	Zoom Live / Remote Learning Assignments on software/other
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<b>Thursdays</b>	<b>A – L</b> (In Person) Cohort #1
	<b>M – Z</b> (Remote learning assignments on software, projects, reading, math practice) Cohort #2

<b>Fridays</b>	<b>A – L</b> (Remote learning assignments on software, projects, reading, math practice) Cohort #1
	<b>M – Z</b> (In Person) Cohort #2

# Hybrid Schedule

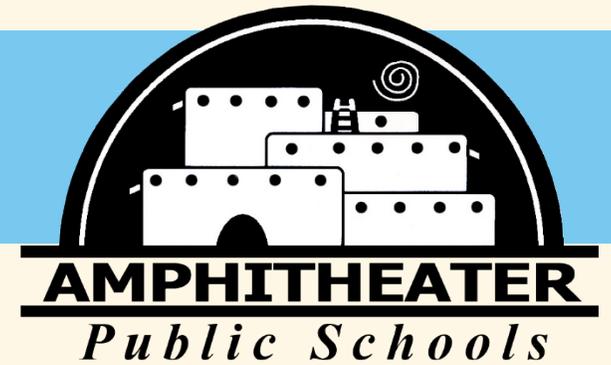
# Mike Bejarano

## Associate Superintendent for Secondary Education



### Secondary Education

- Hybrid learning is continuing to go smoothly
- Teachers are reenergized by seeing students back on campus
- Safety procedures are being followed, students are adjusting well to the new expectations
- Students are happy to be back on campus



## Elementary Education Changes Made that Might “Stick” (is there a silver lining?)

- Expedited arrival and dismissal procedures
- Increased handwashing and sanitizing
- More communication with parents and families
- Use of bus drivers during the day
- Early release on Wednesday rather than Tuesday
- Google Classroom and Seesaw
- Disinfecting more on surfaces and play equipment
- Food service efficiency and cafeteria workers cleaning tables
- Ability to meet remotely with other staff members and parents is a time saver

# Challenges



- Students logging in and working on off campus days
- Student attendance generally
- Handling educational opportunities for students who are sent home to quarantine

# Amphi Academy Online Update

## Amphi Academy Online is Full (wait list available)

How did this happen? From the survey results, we anticipated that 75-100 students would enroll in AAO K-5, 360 enrolled by the deadline. At the secondary level, we anticipated about 100 students, 350 students enrolled.

16

Wait List: There are 67 students on the elementary wait list and 50 students on the secondary wait list.



# What Happened?



## Elementary

ANSWER CHOICES	RESPONSES
My children are enrolled in the Remote by Necessity model and will return to school in-person on Oct. 1 (for kindergarten, first grade and self-contained special education students) or Oct. 12 as the District is currently planning.	64% 1,132
My children are enrolled in the Amphi Academy Online and will remain in full-time online learning.	6% 114
My children are enrolled in the Amphi Academy Online but wish to change to in-person learning on Oct. 1 (for kindergarten, first grade and self-contained special education students) or Oct. 12 as the District is currently planning.	5% 90
My children are enrolled the Remote by Necessity model but wish to change to the Amphi Academy Online.	4% 72
I plan to move my children out of the District.	1% 9
I am not sure.	20% 356
<b>TOTAL</b>	<b>1,773</b>

[Comments \(327\)](#)



72 wanted AAO

**ACTUAL: 360**

17

## Secondary

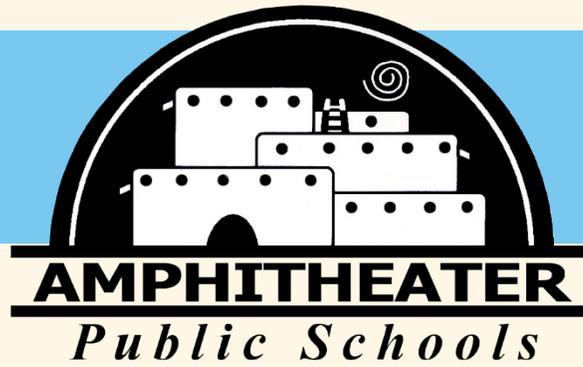
ANSWER CHOICES	RESPONSES
My children are enrolled in the Remote by Necessity model and will return to school in-person on Oct. 12 as the District is currently planning.	66% 1,636
My children are enrolled in the Amphi Academy Online and will remain in full-time online learning.	5% 120
My children are enrolled in the Amphi Academy Online but wish to change to in-person learning on Oct. 12 as the District is currently planning.	4% 108
My children are enrolled the Remote by Necessity model but wish to change to the Amphi Academy Online.	4% 102
I plan to move my children out of the District.	0% 7
I am not sure.	20% 492
<b>TOTAL</b>	<b>2,465</b>

[Comments \(463\)](#)



102 wanted AAO

**ACTUAL: 350**



## Current AAO Enrollment

Elementary AAO Enrollment: 728

Middle School AAO Enrollment: 311

High School AAO Enrollment: 497

**TOTAL: 1536**

# Dr. Shannon McKinney

## Director of Curriculum and Assessment



### Remote benchmark testing:

- **WACS:** 94.3% of Kinder (661 total); 95% of Grade 1 (768 total)
  - **Kinder:** At /Above – 600; Moderate Risk – 38; Significant Risk – 11
  - **1<sup>st</sup> Grade:** At/Above – 654; Moderate Risk – 79; Significant Risk – 28
- **i-Ready:** Grades 2 – 5
  - Math 92.5% (Percent Tested)
  - Reading 89% (Percent Tested)

I – Ready Diagnostic** 2020 - 2021	Tier 1 	Tier 2	Tier 3 
Math	25%	42%	34%
Reading	40%	30%	31%

\*\*Gr. 2 – 5 students tested ~ 2893 count

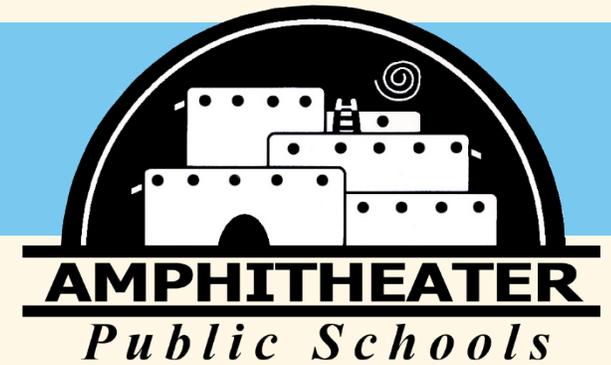
### ALEKS: Grades 6 – 12 Mathematics

19

- Number of students using ALEKS as their Benchmark Assessment

ALEKS Course	# St	Beg. Knowledge Mastery
Algebra 1	730	28%
Course 1	624	30%
Course 2	640	40%
Course 3	670	40%

Dr. Shannon McKinney  
 Director of Curriculum and Assessment



NWEA MAP Grades 3 - 8	Prev %ile Eqv	Cur %ile Eqv	Ave RIT Growth Needed	% of St Above Previous Yr's %ile
Math	55%	52%	17	45%
Reading	55%	54%	14	51%

**Remote benchmark testing:**

- **NWEA MAP:**
  - COVID Recovery Report
- **ACT Testing:** – overall 44.2% of 2020-2021 *seniors* participated (not required, in person, only 1 day available for most)
- **Update on State Testing:**
  - Shortened testing window for statewide assessments
  - AzMERIT will be used again in the spring for grades 3 – 8
  - An analysis of data used to calculate A-F letter grades –guide viability of the A–F Accountability System 2020-2021
  - AIMS Science bonus point will be replaced with AzSCI percent tested bonus point

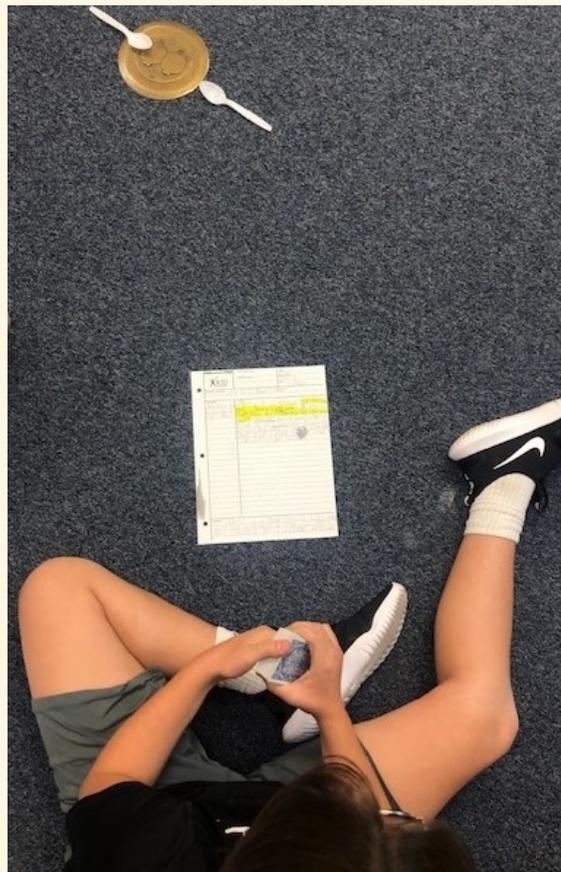
# Tassi Call

## Director of 21<sup>st</sup> Century Education



## AVID

- Open Access for Professional Development
- New tools
- Increased collaboration
- AVID at Amphi Academy Online



John Doe  
AVID  
March 2  
2011

Where should I sit?	How can I be successful in AVID?
Sit in front of room	
What should I do if I need help?	- Speak to teacher - Go to tutoring after school.

**Summary**  
Being successful in AVID is not hard. You simply need to sit up front and ask for help when you need it. Teachers or tutors can help.

Need

21

ENGLISH  
ART  
GEMRA  
PUTTERS



# CTE

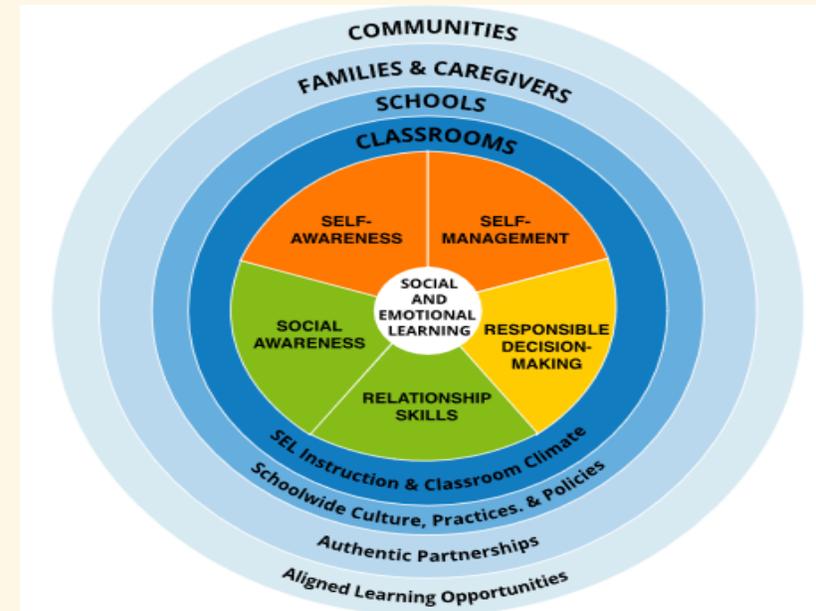


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## Social Emotional Learning (SEL)

- CASEL Model
- Supports for students at all sites
- SEL programming
- Ongoing Training
- Office Hours



CASEL Model Framework



## The Family Room

- Support and resources for families
- Information about Social Emotional Learning
- Led by Amphi school social workers

## THE FAMILY ROOM

**JOIN US FOR A CONVERSATION ABOUT  
SELF-CARE FOR FAMILIES**

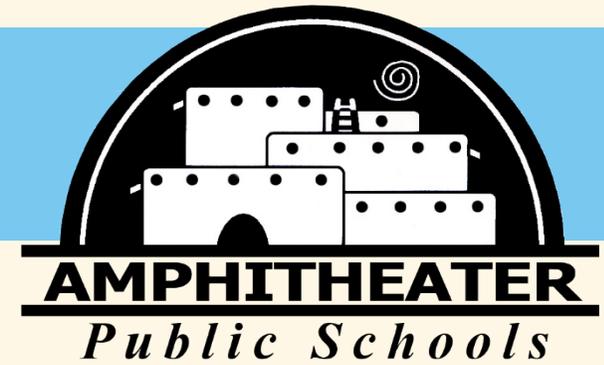
An opportunity to get support and resources from Amphi school social workers and other parents. This month's topic will be **Self-Care for Families** with time afterward for discussion and questions.

**OCTOBER 28, 2020  
6:00PM - 7:00PM  
ZOOM MEETING**

Sign up online at  
<https://tinyurl.com/familyroom102820>  
or use the QR code below  
or call Yemen Bernal at 696-6367  
*Registration closes 10/27 at 6PM*

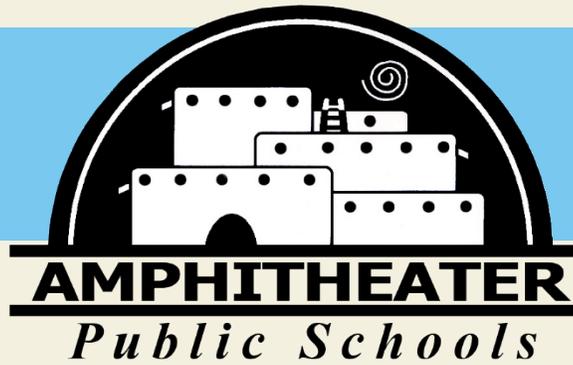


Kristen McGraw  
Executive Director of Student Services

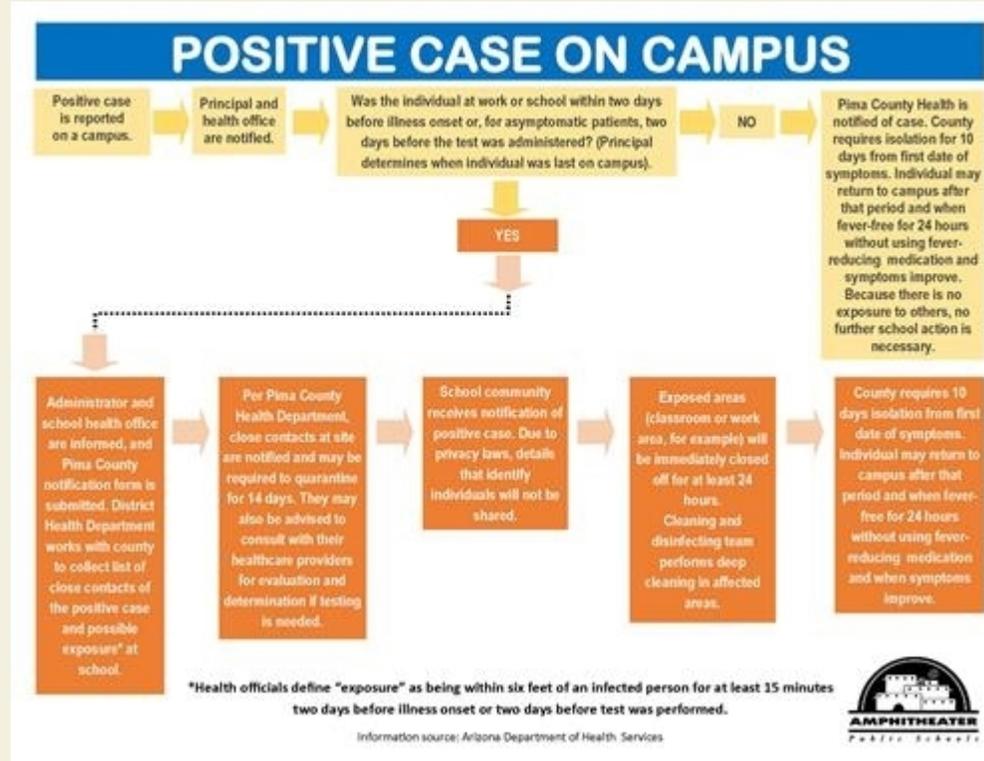


## Student Services

- Special Education and Related Services
- Zoom meetings
- Evaluations in process
- Office Hours
- Personal Protective Equipment (PPE)
- Mask Accommodation Process



## COVID-19 Quick Guide Flow Charts





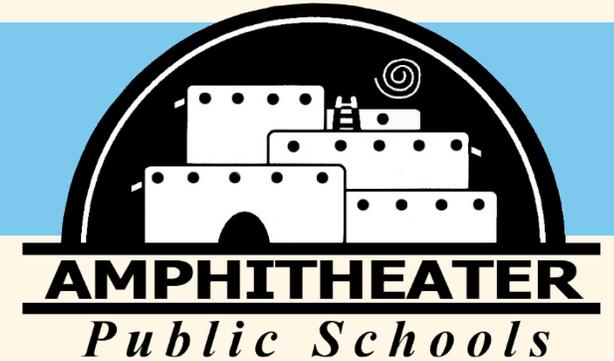
## COVID-19 Cases

School Level	Positive Tests	Close Contacts
Elementary School Sites (2)	2	2
Middle School Sites (2)	3	11
High School Sites (2)	2	25

- All process and procedures followed
- PCHD reported all cases were transmitted through non school related activities

Jim Burns

Executive Manager of Operational Support



## Facilities

COVID CRUSHERS – Response team for any potential contaminated area

Duties Reassigned – Grounds staff

Facility Modifications/Ventilation/Hand Washing Stations/Work Station Changes

28

## Food Service

Meals Served – Oct 12 – 33,002

Age 18 and below free until Jun 30, 2021

## Transportation

Added hours – 45% - 40+ hours, 64% - 35 hours, all 30 hours

Mid-day supplement at school sites

Driver vacancies - 22

# Michelle Tong

## Associate to the Superintendent and Legal Counsel



### Legal/Compliance

- Mitigation protocols designed to limit exposures at school
- Employee COVID-19 Handbook
- Student COVID-19 Handbook

### Human Resources

- Working to fill positions to ensure continued service for students
- Media interview about vacancies

### Benefits

- ADA accommodation requests update

Michelle Valenzuela  
Director of Communications

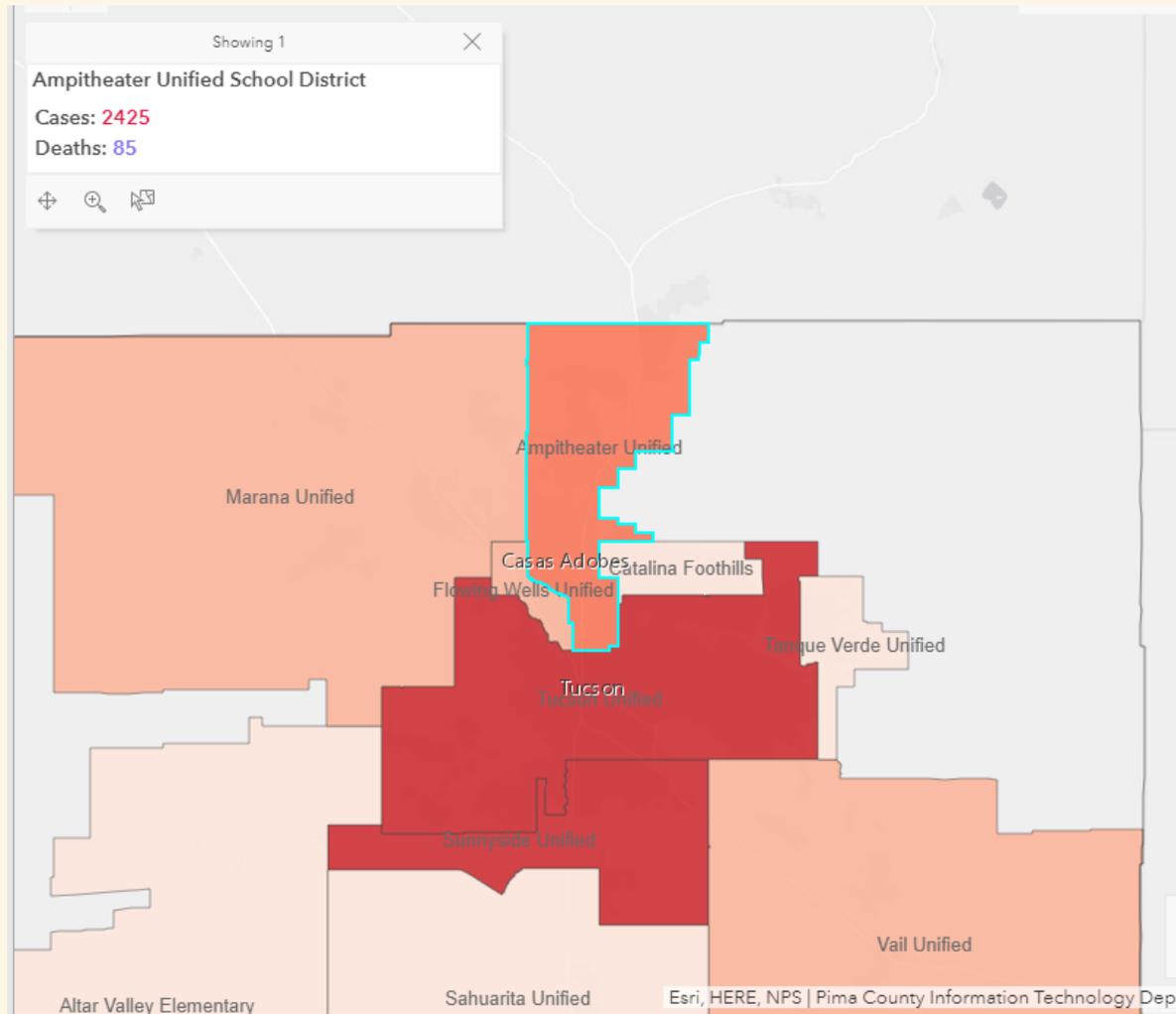


## Communications

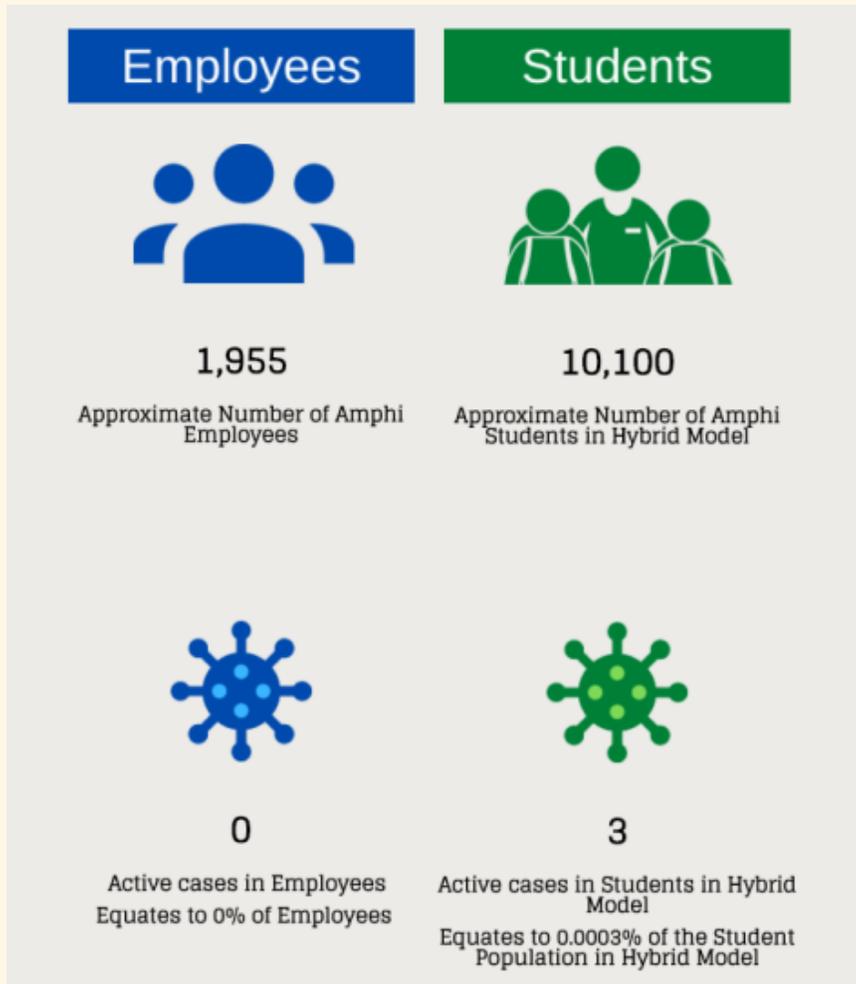
- Working with schools and media on messaging and information requests.
- Social media buzz.
- Internet access efforts.
- Getting out to schools again.



# Pima County Covid Dashboard

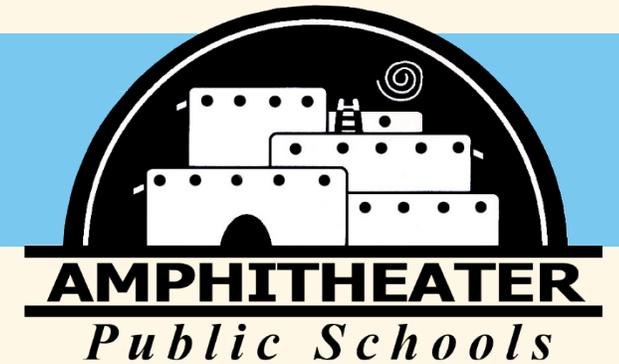


# Amphi Covid Case Dashboard



CAMPUS	ACTIVE CASES
Amphi Academy Online	0
Amphitheater High School	0
Amphitheater Middle School	1
Canyon del Oro High School	0
Copper Creek Elementary School	0
Coronado K-8 School	0
Cross Middle School	0
Donaldson Elementary School	0
Harelson Elementary School	0
Holaway Elementary School	0
Innovation Academy	0
Ironwood Ridge High School	0
Keeling Elementary School	0
La Cima Middle School	1
Mesa Verde Elementary School	0
Nash Elementary School	0
Painted Sky Elementary School	0
Prince Elementary School	0
Rillito Center	0
Rio Vista Elementary School	0
Walker Elementary School	1
Wilson K-8 School	0
Warehouse	0
Wetmore District Office	0
Facilities Office	0
Other District Site	0
	32

Scott Little  
Chief Financial Officer

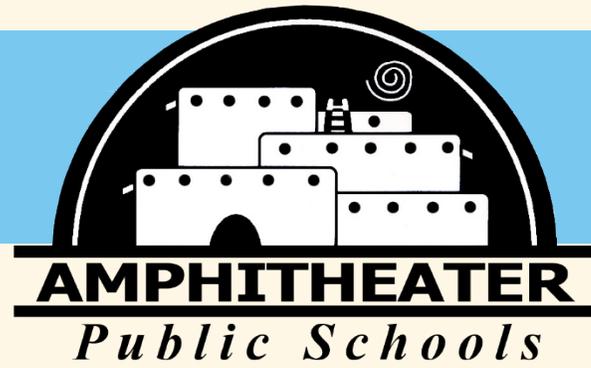


## Budget Issues:

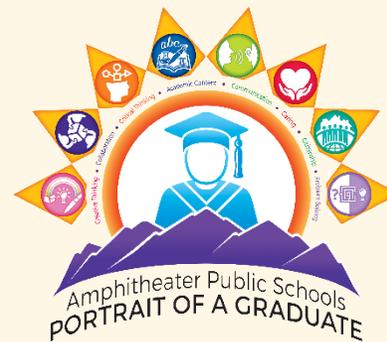
Enrollment Stability Grant funding  
December Budget Revision

## Technology Issues:

4,000 more Chromebooks ordered– (estimated arrival early 2021) (Total of 8,000 ordered since pandemic)



Questions?





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

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**DATE OF MEETING:**      October 27, 2020

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

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**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of October 26, 2020.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: October 26, 2020

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Todd A. Jaeger, J.D., Superintendent

10/27/2020

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	CERTIFIED	RECOMMENDED BY	COMMENT
Campillo-Soto	Karla	Literacy (ELA) Coordinator	CT-PR	Wetmore Center	CTNT-MA	10 years	New	True	Dr. McKinney	
Marries	Jennifer	Counselor	CT-PR	Wilson K-8 School	COUN-MA	5 years	Replacement	True	Ms. Sullivan	
Alessi	Dawn	Teacher - Cross Categorical Classroom	CT	Amphi Academy Online	CTT-BA	10 years	New	True	Mr. Wolf	
Allen	Elizabeth	Teacher - English	CT	CDO High School	CTT-BA+	9 years	Replacement	True	Ms. Bulleigh	
Higgins	Ashley	Teacher - Odyssey of the Mind	CT	Cross Middle School	CTT-BA	3 years	Replacement	True	Mr. Gutierrez	
Higgins	Ashley	Teacher - Study Skills	CT	Cross Middle School	CTT-BA	3 years	Replacement	True	Mr. Gutierrez	
Trejo	Philip	Teacher - Special Education Resource	CT	Amphi Academy Online	CTT-MA	5 years	New	True	Mr. Wolf	
Vance	Sarah	Teacher - Music	CT	Copper Creek Elementary	CTT-BA	7 years	Replacement	True	Mr. Abney	
Tapia	Margaret	Custodian I	CL-RET	Amphi Middle School			Rehire		Ms. Wichers	\$12.00 per hour
Badr	Carolyn	Custodian I	CL	Innovation Academy	D	N/A	New		Mr. McConnell	
Burnside	Patricia	Speech/Language Pathology Assistant	CL	Wetmore Center			Rescind			
Bustamente Lares	Julisa	Food Service Attendant I	CL	Amphi Middle School	A	N/A	Replacement		Ms. Cribbs	
Carless	Julie	Special Education Teaching Assistant	CL	Mesa Verde Elementary	E	N/A	Replacement		Ms. Tracy	
Eldridge	Annabel	Student Services Coordinator Assistant	CL	Wetmore Center	D	N/A	New		Mr. Wolf	
Folk	Corinne	Fringe Benefit Assistant	CL	Wetmore Center	F	0 years	Replacement		Mr. Murrieta	
Grammer	Lindsey	Food Service Attendant I	CL	Painted Sky Elementary	A	N/A	Replacement		Ms. Cribbs	
Maldonado	Robert	Custodian I	CL	Coronado K-8 School	D	N/A	Replacement		Ms. Jacome	
Montgomery	Jennifer	Special Education Teaching Assistant	CL	Rio Vista Elementary	E	N/A	Rehire		Ms. Kuhn	
Taylor	Miriah	Custodian I	CL	Coronado K-8 School	D	N/A	New		Ms. Jacome	
Welchert	Ariel	Special Education Teaching Assistant	CL	Keeling Elementary	E	N/A	New		Ms. Orelup	

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*	2019-2020 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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DATE OF MEETING: October 27, 2020

TITLE: Approval of Personnel Changes

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of October 26, 2020.

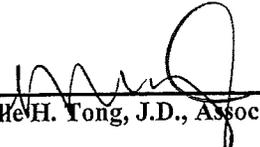
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**RECOMMENDATION:**

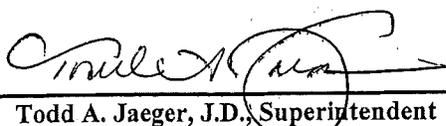
It is the recommendation of the Administration that the personnel changes be approved as presented.

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**INITIATED BY:**

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

Date: October 26, 2020

  
Todd A. Jaeger, J.D., Superintendent

10/27/2020

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
deBoucher	Adrienne	Teacher - Technology	CT-301	Cross Middle School	301 Payment		\$600.00	
Higgins	Ashley	Teacher - Mathematics	CT-301	La Cima Middle School	Correction		\$2,257.83	
Jorgensen	Pamela	Teacher - CHOICES Classroom	CT-301	Rio Vista Elementary	Rescind			
Marlatt	Lauren	Teacher - General Science	CT-301	Coronado K-8 School	Correction		\$2,754.96	
Murillo	Mindy	Teacher - ELL/SEI	CT-301	Cross Middle School	Correction		\$2,020.21	
Nenadovich	Heather	Teacher - Kindergarten	CT-301	Copper Creek Elementary	301 Payment		\$600.00	
Pike	Jennifer	Teacher - Art	CT-301	Coronado K-8 School	Correction		\$2,709.50	
Quevedo	Shelly	Teacher - Mathematics	CT-301	Coronado K-8 School	Correction		\$2,709.50	
Upmann	Adam	Teacher - Mathematics	CT-301	Coronado K-8 School	Correction		\$2,754.96	
Wood	Brooke	Teacher - Grade 2	CT-301	Copper Creek Elementary	301 Payment		\$600.00	
Graham	Regina	Teacher - Kindergarten	CT	Amphi Academy Online	Reassignment	N/A		
Hitt	Angela	Teacher - Grade 4	CT	Amphi Academy Online	Reassignment	N/A		38
Knight	Alison	Teacher - Grade 2	CT	Amphi Academy Online	Reassignment	N/A		
Lindberg	Patricia	Teacher - Grade 4	CT	Amphi Academy Online	Reassignment	N/A		
Luciano	Susan	Teacher - Grade 3	CT	Amphi Academy Online	Reassignment	N/A		
Mendez	Brenda	Teacher - Grade 2	CT	Amphi Academy Online	Reassignment	N/A		
Olszewski	Cynthia	Teacher - Special Education Resc	CT	Amphi Academy Online	Reassignment	N/A		
Ortiz	Phillip	Teacher - Grade 5	CT	Amphi Academy Online	Transfer	N/A		
Parkey	Kenda	Teacher - Kindergarten	CT	Amphi Academy Online	Reassignment	N/A		
Ratliff	Katherine	Teacher - Grade 1	CT	Amphi Academy Online	Reassignment	N/A		

*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
Promotion	Employee receiving a promotion to another position					MS	Middle School	
Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Bronson	Cheryl	Instructional Aide - Classroom	CL	Prince Elementary	Additional Position	B	N/A	
Carino	Monica	Cook II	CL	Coronado K-8 School	Promotion	C	+\$0.49	
Castro Figueroa	Maria	Supervisor of Food Service	CL	Rio Vista Elementary	Promotion	J	+\$2.12	
Castro Figueroa	Maria	Supervisor of Food Service	CL	La Cima Middle School	Promotion	J	+\$2.12	
Colby	Kimberly	Food Service Attendant I	CL	CDO High School	Increase FTE	A	N/A	
Lummus	Stacy	Food Service Attendant I	CL	Coronado K-8 School	Additional Position	A	N/A	
Melzer	Donna	Bus Driver	CL	Transportation	Increase FTE	J	N/A	
Ruesch	Svana	Campus Monitor	CL	Rio Vista Elementary	Transfer	A	N/A	
Ruesch	Svana	Educational Assistant to the Elem	CL	Rio Vista Elementary	Promotion	F	+\$0.49	
Siddapuram	Kalpana	Campus Monitor	CL	Wilson K-8 School	Increase FTE	A	N/A	
Tapia	Arcadia	Budget Technician	CL	Wetmore Center	Promotion	L	+\$1.49	
Torres	Mariana	Instructional Aide - Classroom	CL	Prince Elementary	Additional Position	B	N/A	
Calvin	Kaylynn	ADDN - Extra Hours	ASW	CDO High School	Addendum			\$12.00 per hour
Richards	Konnika	ADDN - Extra Hours	ASW	CDO High School	Addendum			\$12.00 per hour
Acevedo	Briana	Special Events Worker	ADCT	Amphi High School	Addendum			\$12.00 per hour
Alessi	Dawn	ADDN - Essential Recruit Stipend	ADCT	Amphi Academy Online	Addendum			\$3,082.93
Alvarez	Kristen	ADDN - Extra Hours	ADCT	Nash Elementary	Addendum			\$24.35 per hour
Bell	Morgann	ADDN - Certified Tutor	ADCT	Nash Elementary	Addendum			\$30.00 per hour
Berry-Kelley	Monique	ADDN - Extra Hours	ADCT	Walker Elementary	Addendum			\$23.87 per hour
Bishop	Jordan	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum			\$30.00 per hour
Brestel	Emily	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Campillo-Soto	Karla	ADDN - One-Time Signing Bonus	ADCT	Wetmore Center	Addendum			\$5,000.00

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*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
Promotion	Employee receiving a promotion to another position					MS	Middle School	
Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Carolin	Haley	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
Charles	Corina	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
Daigle	Joyce	ADDN - Extra Hours	ADCT	Keeling Elementary	Addendum		\$26.39 per hour	
Demetriou	Harriet	ADDN - Academic Assistant EL	ADCT	Donaldson Elementary	Addendum		\$700.00	
Di Vetta	Trista	Teacher - Language Arts	ADCT	Amphi Academy Online	Added Duty		\$7,475.73	
Dimillio	Donna	ADDN - Extra Hours	ADCT	Wetmore Center	Addendum		\$26.63 per hour	
Emans	Kaylee	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Ewy	Danny	ADDN - Odyssey of the Mind	ADCT	Donaldson Elementary	Addendum		\$600.00	
Frederiksen	Rowdy	ADDN - Extra Hours	ADCT	Holaway Elementary	Addendum		\$44.78 per hour	
Freitag	Oksana	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Fyock	Andrea	ADDN - Administrative Designee	ADCT	Donaldson Elementary	Addendum		\$2,000.00	
Gates	Julia	ADDN - Extra Hours	ADCT	Nash Elementary	Addendum		\$26.38 per hour	
Gindt	Trechel	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Glavin	Kelsey	ADDN - Extra Hours	ADCT	Prince Elementary	Addendum		\$24.35 per hour	40
Gomez	Jennifer	ADDN - Administrative Designee	ADCT	Nash Elementary	Addendum		\$2,000.00	
Gonzalez	Gabriela	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Greenberg	Elyse	ADDN - Technology Coach EL	ADCT	Donaldson Elementary	Addendum		\$1,550.00	
Hehli	Robert	ADDN - Extra Hours	ADCT	Nash Elementary	Addendum		\$48.50 per hour	
Holder	Kayla	ADDN - Extra Hours	ADCT	Walker Elementary	Addendum		\$24.35 per hour	
Holt	Kris	ADDN - Extra Hours	ADCT	Prince Elementary	Addendum		\$24.35 per hour	
Huang	Frederick	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Huynh	Hoc	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	

*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
Promotion	Employee receiving a promotion to another position					MS	Middle School	
Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Jackson	Jillian	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Jech	Allison	ADDN - Academic Assistant EL	ADCT	Donaldson Elementary	Addendum		\$700.00	
Keene	Bonnie	ADDN - Technology Coach EL	ADCT	Amphi Academy Online	Addendum		\$1,209.76	
Keene	Bonnie	Teacher - Mathematics	ADCT	Amphi Academy Online	Added Duty		\$7,496.89	
King	Brenda	ADDN - Extra Hours	ADCT	Amphi Middle School	Addendum		\$24.22 per hour	
Krim	Jennifer	ADDN - Academic Assistant EL	ADCT	Holaway Elementary	Correction		\$119.35	
Kuhn	Brandon	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Lipich	Brandi	ADDN - Extra Hours	ADCT	Holaway Elementary	Addendum		\$26.39 per hour	
Lise	Ronald	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Lynch	Michelle Ann	ADDN - Student Council EL	ADCT	Donaldson Elementary	Addendum		\$475.00	
Magrie	Kylie	ADDN - Academic Assistant EL	ADCT	Holaway Elementary	Addendum		\$580.50	
Marquez	Michelle	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Martinez	Monica	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Maxon	Shannon	ADDN - Odyssey of the Mind	ADCT	Donaldson Elementary	Addendum		\$600.00	
McConnell	Marissa	ADDN - Extra Hours	ADCT	Mesa Verde Elementary	Addendum		\$26.39 per hour	
Murrell	Marley	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Olander	Jessica	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
Orelup	Annette	ADDN - Extra Hours	ADCT	Keeling Elementary	Addendum		\$63.44 per hour	
Paredes	Jerell	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Polcyn	Dawn	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Queiruga	Jennifer	ADDN - Extra Hours	ADCT	Amphi Middle School	Addendum		\$27.28 per hour	
Radtke	Heidi	ADDN - CISS Stipend	ADCT	Wetmore Center	Addendum		\$3,121.95	

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*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
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Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
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Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Rangel-Procci	Monica	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Reynolds	Leighann	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Reynolds	Leighann	Special Events Worker	ADCT	Amphi High School	Addendum		\$12.00 per hour	
Rose	Stileda	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Rudd	Amy	ADDN - Extra Hours	ADCT	Holaway Elementary	Addendum		\$26.39 per hour	
Smith	Lucas	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Steele	Glenda	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Taouil	Sarah	ADDN - Academic Assistant EL	ADCT	Donaldson Elementary	Addendum		\$700.00	
Taylor-Stevens	Rogina	ADDN - Technology Coach EL	ADCT	Nash Elementary	Addendum		\$1,550.00	
Thacker	Lynn	ADDN - Extra Hours	ADCT	Mesa Verde Elementary	Addendum		\$26.39 per hour	
Tracy	Carol	ADDN - Extra Hours	ADCT	Mesa Verde Elementary	Addendum		\$47.58 per hour	
Trimble	Christopher	ADDN - Extra Hours	ADCT	Walker Elementary	Addendum		\$45.78 per hour	
Valenzuela	Julie	ADDN - Extra Hours	ADCT	La Cima Middle School	Addendum		\$43.95 per hour	
West	Becky	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	42
Westfall-Loomis	Sharon	ADDN - Student Council EL	ADCT	Donaldson Elementary	Addendum		\$475.00	
Wichers	Angela	ADDN - Extra Hours	ADCT	Amphi Middle School	Addendum		\$46.49 per hour	
Wilson	Amy	ADDN - Extra Hours	ADCT	Keeling Elementary	Addendum		\$24.89 per hour	
Young	Laurel	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
Yrrizary	Alexis	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Aguilera	Patti	ADDN - Essential Recruit Stipend	ADCL	Cross Middle School	Addendum		\$2,817.07	
Alvarez	Linda	ADDN - Essential Recruit Stipend	ADCL	Coronado K-8 School	Addendum		\$1,750.00	
Baez	Alfa	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Addendum		\$12.48 per hour	

*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
Promotion	Employee receiving a promotion to another position					MS	Middle School	
Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Bishop-Wilken	Cassandra	ADDN - Essential Recruit Stipend	ADCL	CDO High School	Addendum		\$2,765.85	
Calderon	Jesus	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.00 per hour	
Calvin	Leann	ADDN - Extra Hours	ADCL	CDO High School	Addendum		\$12.24 per hour	
Doty	Emily	ADDN - Extra Hours	ADCL	Cross Middle School	Addendum		\$12.24 per hour	
Escobar	Isabel	ADDN - Extra Hours	ADCL	Transportation	Addendum		\$12.24 per hour	
Fowler	Tracey	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Addendum		\$12.45 per hour	
Harper	Jimmy	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.00 per hour	
Harwood	Ana	ADDN - Extra Hours	ADCL	Cross Middle School	Addendum		\$12.24 per hour	
Johnson	Julius	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.00 per hour	
Jones	Bobbi	ADDN - Essential Recruit Stipend	ADCL	Wilson K-8 School	Addendum		\$3,500.00	
Levy Caliva	Jessica	ADDN - Essential Recruit Stipend	ADCL	Coronado K-8 School	Addendum		\$1,750.00	
McCarthy	Tabitha	ADDN - Essential Recruit Stipend	ADCL	Amphi Middle School	Addendum		\$2,731.71	
McGann	Bonny	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Addendum		\$15.06 per hour	
Meridieth	Michael	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.00 per hour	43
Miller	Stacie	ADDN - Extra Hours	ADCL	Wetmore Center	Addendum		\$12.24 per hour	
Murray	Tonya	ADDN - Essential Recruit Stipend	ADCL	Amphi High School	Addendum		\$3,500.00	
Neumaier	Kathleen	ADDN - Extra Hours	ADCL	Coronado K-8 School	Addendum		\$16.32 per hour	
Pacheco	Isha	ADDN - Extra Hours	ADCL	Donaldson Elementary	Addendum		\$12.24 per hour	
Ramirez	Martha	ADDN - Extra Hours	ADCL	Cross Middle School	Addendum		\$13.56 per hour	
Redford	Anita	ADDN - Essential Recruit Stipend	ADCL	Rillito Center	Addendum		\$3,500.00	
Rischar	Bertha	ADDN - Essential Recruit Stipend	ADCL	Health Services Admin	Addendum		\$3,500.00	
Roscoe	PerkovacLinda	ADDN - Essential Recruit Stipend	ADCL	La Cima Middle School	Addendum		\$3,500.00	

*	2019-2020 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Demotion	Voluntary demotion					CL	Classified	
Extension	End date being extended					PR	Professional	
Increase FTE	Increase in hours/contract					EL	Elementary	
Promotion	Employee receiving a promotion to another position					MS	Middle School	
Reassignment	Employee moving to another position at the direction of the administration					HS	High School	
Status Change	Employee changing status (i.e. short term to career)							
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Thatcher	Mary	ADDN - Extra Hours	ADCL	Prince Elementary	Addendum			\$14.33 per hour
Valenzuela	Loretta	Special Events Worker	ADCL	Amphi High School	Addendum			\$12.00 per hour
Velarde	Omaira	ADDN - Extra Hours	ADCL	Wetmore Center	Addendum			\$12.24 per hour
Velazquez	Florentino	Special Events Worker	ADCL	Amphi High School	Addendum			\$12.00 per hour
Whitesides	Valerie	ADDN - Essential Recruit Stipend	ADCL	Ironwood Ridge High	Addendum			\$3,500.00

*	2019-2020 School Year							
Addendum	Employee receiving extra-curricular position or stipend					ADCT	Addendum Certified	
Added Duty	Employee working additional hours or days					ADCL	Addendum Classified	
Additional Position	Employee working an additional position					ADACS	Addendum Amphi Community Schools	
Correction	Correction to contract					CT-AD	Certified Administrative	
Decrease FTE	Decrease in hours					CT	Certified	
Demotion	Voluntary demotion					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
Status Change	Employee changing status (i.e. short term to career)					HS	High School	
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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DATE OF MEETING: October 27, 2020

TITLE: Approval of Leave(s) of Absence

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**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of October 19, 2020

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**RECOMMENDATION:**

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

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**INITIATED BY:**

A handwritten signature in cursive script, appearing to read "Michelle H. Tong".

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

Date: October 19, 2020

A handwritten signature in cursive script, appearing to read "Todd A. Jaeger".

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Todd A. Jaeger, J.D., Superintendent

10/27/2020

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Ambrosio	Trish	Teacher - Math Lab	CT	Ironwood Ridge High	10/12/2020	Start date
Beca	Gina	Teacher - Art	CT	CDO High School	10/12/2020	Change in Start date
Gilbert-Taylor	Kristin	Teacher - Amphi Academy	CT	Amphi Academy Online	10/12/2020	Start date
Lopez	Analia	Teacher - Art	CT	Keeling Elementary	10/12/2020	Return date
Roepke	Denise	Social Worker	CL-PR	Rio Vista Elementary	10/12/2020	Return date
Dees	Barbara	Special Education Teaching Assist	CL	Copper Creek Elementary	10/01/2020	Return date
Haase	Jennifer	Campus Monitor	CL	Mesa Verde Elementary	10/12/2020	Return date
Kane	Aisse	Food Service Attendant I	CL	Cross Middle School	10/12/2020	Return date
Mansour	Ghada	Bilingual Clerk	CL	Nash Elementary	10/14/2020	Start date
Mansour	Ghada	Bilingual Clerk	CL	Nash Elementary	10/19/2020	Return date
Olson	Lisa	Campus Monitor	CL	Mesa Verde Elementary	10/12/2020	Return date
Reyes	Victor	Custodian I	CL	Cross Middle School	10/05/2020	Return date
Vidal	Evelyn	Bus Driver	CL	Transportation	10/12/2020	Start date
Voita	Alexandra	Food Service Attendant I	CL	Coronado K-8 School	10/12/2020	Return date

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- \* 2019-2020 School Year
- CT-AD Certified Administrative
- CT Certified
- CL-AD Classified Administrative
- CL Classified
- PR Professional



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

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**DATE OF MEETING:** October 27, 2020

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

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**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of October 26, 2020.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: October 26, 2020

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Todd A. Jaeger, J.D., Superintendent

10/27/2020

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Bechman	Sarah	Teacher - Grade 1	CT	Innovation Academy	10/23/2020	Separation Agree	
Cartagena	Edward	Teacher - Grade 5	CT	Prince Elementary	10/02/2020	Breach of Contract	
Morin	Paul	Teacher - English	CT	CDO High School	10/02/2020	Correction	Separation Reason: Health
Acosta	Michelle	Transportation Attendant	CL	Transportation	10/15/2020	Resignation	
Arellano	Nicole	Elementary School Health Ai	CL	Rio Vista Elementary	09/18/2020	Resignation	
Benson	Brandy	Campus Monitor	CL	Nash Elementary	08/06/2020	Resignation	
Burge-Dowling	Kimmie	Preschool Aide/Caregiver	CL	Innovation Academy	10/02/2020	Resignation	
Holmes	Shewania	Budget Technician	CL	Wetmore Center	01/08/2021	Retirement	
Johnson	Jason	Campus Monitor	CL	Wilson K-8 School	09/29/2020	Resignation	
Montes	Ryan Anthony	Custodian I	CL	Wilson K-8 School	10/09/2020	Resignation	
Semon	Hannah	Instructional Aide - Classroom	CL	Ironwood Ridge High	10/02/2020	Resignation	
Skinner Kiefer	Tauna	Secretary I	CL	Amphi High School	10/21/2020	Resignation	48
Turner	Briana	Library Assistant	CL	Nash Elementary	10/30/2020	Resignation	
Wegner	Marty	Groundskeeper II	CL	Facilities Support	10/30/2020	Resignation	
Woodcock	Joann	Bus Driver	CL	Transportation	10/12/2020	Resignation	

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2019-2020 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 AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:**      October 27, 2020

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

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**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of October 19, 2020.

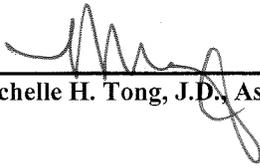
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**RECOMMENDATION:**

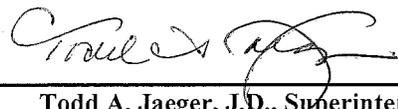
It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

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**INITIATED BY:**

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

Date: October 19, 2020

  
Todd A. Jaeger, J.D., Superintendent

10/27/2020

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Anthony	Neal	Coach - Football Assistant HS	CDO High School	Stipend	\$2,125.17
Bauer	Nathen	Coach - Football Assistant HS	Amphi High School	Stipend	\$2,500.00
Downs	Bradley	Coach - Football Assistant HS	Amphi High School	Stipend	\$2,500.00
Gouge	Jacob	Coach - Football Assistant HS	Amphi High School	Stipend	\$716.67
Main	Britain	Coach - Football Assistant HS	CDO High School	Stipend	\$895.83
Oliver	Shea	Coach - Assistant Athletic Trainer	Amphi High School	Stipend	\$1,850.00
Oliver	Shea	Coach - Assistant Athletic Trainer	Amphi High School	Stipend	\$1,850.00
Oliver	Shea	Coach - Assistant Athletic Trainer	Amphi High School	Stipend	\$1,556.18
Toia	Dennis	Coach - Swimming Head HS	Amphi High School	Stipend	\$2,250.00
Welch	Adam	Coach - Volleyball Assistant HS	Amphi High School	Stipend	\$1,760.00

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\* 2019-2020 School Year



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

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**DATE OF MEETING:**      **October 27, 2020**

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

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**BACKGROUND:**

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

September 15, 2020

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**RECOMMENDATION:**

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

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**INITIATED BY:**

  
Karin Smith

Executive Assistant to the Superintendent & Governing Board

**Date: October 21, 2020**

  
Todd A. Jaeger, J.D. Superintendent

**Minutes of the Special Governing Board Meeting**  
**Amphitheater Public Schools**  
**Tuesday, September 15, 2020**

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A Special public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, September 15, 2020, beginning at 6:00 p.m. at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ in the Leadership & Professional Development Center. The meeting was held under COVID-19 pandemic related conditions.

**Governing Board Members Present**

Ms. Deanna M. Day, M.Ed., President  
Dr. Scott K. Baker, Member  
Mr. Matthew A. Kopec, Member  
Ms. Susan Zibrat, Member

**Governing Board Members Absent**

Ms. Vicki Cox Golder, Vice President

**Superintendent's Cabinet Members Present**

Mr. Todd A. Jaeger, J.D., Superintendent  
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education  
Mr. Michael Bejarano, Associate Superintendent for Secondary Education  
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel  
Mr. Scott Little, Chief Financial Officer  
Ms. Kristin McGraw, Director of Student Services  
Ms. Tassi Call, Director of 21<sup>st</sup> Century Education  
Mr. James Burns, Executive Manager of Operational Support  
Ms. Michelle Valenzuela, Director of Communications  
Dr. Shannon McKinney, Director of Curriculum and Assessment

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

*President Day called the meeting to order at 6:00 p.m. and invited members of the audience to sign the visitors' register.*

*President Day noted that this meeting was being streamed live for compliance with Centers for Disease Control and Prevention (CDC) recommendations for public gatherings during the COVID-19 pandemic. Amphi will be following CDC recommendations for public gatherings. In addition, she requested that all persons present exercise safe social distancing for this Board meeting. There was a quorum at this meeting.*

**2. PLEDGE OF ALLEGIANCE**

President Day asked Ms. Valenzuela to lead the Pledge.

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

President Day announced that the date and time of the next Board meeting will be on Tuesday, September 22, 2020 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership & Professional Development Center.

#### **4. PUBLIC COMMENT**

*President Day asked if there were any public comments. Ms. Smith said that there were comments sent in before the Board meeting to be read at tonight's meeting regarding returning to sports and comments in regard to returning to school. Ms. Tong noted all public comments pertained to the Study Item. President Day said that they will hear the comments after the Study Item.*

#### **5. CONSENT AGENDA<sup>3</sup>**

***Details of agenda items, supporting documents, and presentations are available in the electronic BoardBook by clicking on the hyperlink below.***

<https://meetings.boardbook.org/Public/Organization/2065>

*President Day asked if there were any Items that should be pulled for further discussion. There were none. President Day moved for Consent Agenda Items A. – E. be approved as presented. Dr. Baker seconded the motion. Roll call vote in favor - 4: President Day, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed - 0. Consent Agenda Items A.-E. passed.*

##### **A. Approval of Administrative Personnel**

*Administrative personnel appointments were approved as listed in Exhibit 1.*

##### **B. Approval of Non-Administrative Personnel**

*Non-administrative personnel appointments were approved as listed in Exhibit 2.*

##### **C. Approval of FY 2020-2021 Contract Forms for ASRS Retired Professional and Administrative Staff Who Elect to Return to Direct Hire with the District**

*The Governing Board approved the contract forms for ASRS retired professional and administrative staff who elect to return to direct hire with the District for the 2020-2021 school year as submitted in Exhibits 3, 4, 5, 6, 7, and 8.*

##### **D. Approval of Board Member Mr. Matthew Kopec to Vote at Arizona School Board Association (ASBA) Pima County Board Meeting**

*The Governing Board approved the appointment of Mr. Kopec to vote and represent the Amphi Governing Board at the ASBA Pima County Board meeting on October 1, 2020.*

##### **E. Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Buildings E & F Weatherization Assessment - BRG-ASMNT-00010**

*The Governing Board approved the School Facilities Board (SFB) Grant for Ironwood Ridge High school buildings E & F weatherization assessment as submitted in Exhibit 9.*

#### **6. STUDY/ACTION**

##### **A. Review and Approval of Plan for Reopening Schools for In-Person Instruction**

*For Superintendent Jaeger's Power Point Presentation see Exhibit 10.*

Superintendent Jaeger presented the District plan for reopening schools and talked about how just a few months ago schools opened with an online format for remote learning. This was due to the pandemic and current health conditions through the guidance from Arizona's health officials. He said at some point, we knew that students would return to their classrooms, and would resume traditional school instruction. And, in turn, all staff would also return to their regular places of employment. Originally, we had proposed that traditional school would resume in September, however the health care metrics would not permit it. He reminded the Board that when it was

possible to return to in-person learning the District would give families and staff a two-week notice.

Superintendent Jaeger shared a Power Point Presentation for the reopening. He noted a few obvious and complicated challenges everyone is facing due the COVID-19 pandemic: a once in a century event; unknowns and uncertainties; divergent, even competing opinions and data; parents, staff and students needs for reopening in-person learning; business and community needs; digital inequities; food insecurities; social-emotional impacts of closures and the pandemic on students, staff, and our community; traumatic experiences for our students; district funding at risk; staff losses; staffing shortages.

Superintendent Jaeger shared a review of the timeline of events beginning on March 13, 2020 when the District left for Spring Break expecting to return on March 23. Then on March 15, the Governor closed all schools until March 27. From March 23 to 27, Amphi began educational enrichment efforts which was followed by full remote learning. Then on March 30, our Governor extended the school closures for the rest of the school year, and full-time online education began. In the ensuing weeks, the fluidity of the situation grew. On May 4, Amphi formed the Blue Ribbon Task Force on Reopening in the 2020-2021 school year. The week of May 18 the school year ends and planning for the 2020-2021 school year began with a start date of August 6, 2020.

On June 29, 2020, the Governor ordered the continuation of school closures with a reopen date of August 17. On July 23, the Governor directed school districts to consider guidance from state and local health departments to locally determine how and when to reopen schools.

Amphitheater School District opened schools on August 10, 2020 in the “Remote Learning by Necessity” model. Parents were given the option to enroll their student(s) in this model and return to the school once it was safe to do so, or parents could enroll their student(s) in an “Online by Request” model. Student(s) whose family chose this option would remain in online school even after in-person school began.

Superintendent Jaeger noted that through this all, everyone needed to stay flexible and prepared to make changes to the plan as necessary, depending on the situation in our community, state, and nation. Amphitheater remains committed to follow applicable orders and guidance issued by national, state, and local leaders as they apply to the District and reopening schools. Amphitheater’s reopening plan is guided by the Arizona Department of Education’s Roadmap for Reopening and Centers for Disease Control and Prevention (CDC), Arizona Department of Health Services (ADHS), and Pima County Health Department (PCHD) public health guidelines for reopening. For example, Pima County has ordered everyone over five years old to wear a mask except when they can keep six feet of physical distancing (with some exceptions). District policy now echoes these same requirements.

Surveys of both parents and staff, highlighted several themes: the health and safety of students, families, and staff; student needs for consistency and support; wearing of facemasks and social distancing; and class sizes. He noted that finding solutions that work for everyone with so many divergent views on these themes is impossible.

Superintendent Jaeger said the county benchmarks that are most relevant for reopening our schools. Pima County’s reopening benchmarks require all yellow and green indicators for a partial (hybrid) opening; all green indicators are required for full in-person opening. At this time, Pima County Health Department (PCHD) indicators currently show one red, seven yellow and one green. Therefore, current metrics guide against in-person reopening. Metrics are expected to improve and support potential hybrid openings very soon. When all indicators are green, full reopening is possible.

Superintendent Jaeger mentioned that a trajectory for reopening schools for full-time in-person learning on October 12, 2020 was originally thought possible, however we know that is not advised given current and likely trends. Just yesterday, he and other area superintendents received information from the PCHD that all metrics “going to green will not happen for several weeks or more. However, PCHD advises current and likely health conditions will support hybrid instruction beginning in October.

Surveys were sent out again last week concerning cleaning and sanitation, personal protective equipment (PPE), health and safety, contact limitations, communication, transportation, food and nutrition, and individualized feedback on learning model(s). He invited Ms. Valenzuela to give her report on this survey.

Ms. Valenzuela shared with the Board that three surveys were sent out, one to elementary families (1,780 responded), one to secondary families (2,483 responded), and one to all employees (1,198 responded). Each survey contained information about mitigation measures the District plans to implement in several categories. She noted that these surveys were not anonymous, and the answers were non-binding for families and employees.

When asked about cleaning and sanitizing measures at their site, 80% of elementary and secondary families were satisfied, 10% had no opinion, and 8% of elementary and 10% of secondary families were not satisfied.

When employees were asked the same question, 63% were satisfied, 19% had no opinion, and 18% were not satisfied.

When asked about PPE/health and safety, 74% of elementary families and 76% of secondary families were satisfied, 12% of both elementary and secondary families had no opinion, and 14% of elementary and 11% of secondary families were not satisfied.

When employees were asked the same question, 58% were satisfied, 19% had no opinion, and 23% were not satisfied.

When asked about contact limiting, 74% of elementary and 71% of secondary families were satisfied, 15% of elementary and 16% of secondary families had no opinion, and 12% of elementary and 13% of secondary families were dissatisfied.

When employees were asked the same question, 52% were satisfied, 19% had no opinion, and 29% were dissatisfied.

When asked about communication, 83% of elementary and secondary families were satisfied, 11% of elementary and 12% of secondary families had no opinion, 6% of elementary and 5% of secondary families were not satisfied.

When employees were asked the same question, 71% were satisfied, 19% had no opinion, 10% were dissatisfied.

When asked about transportation, 67% of elementary and of secondary families were satisfied, 22% of elementary and secondary families had no opinion, 10% of elementary and 11% of secondary families were dissatisfied.

When employees were asked the same question, 53% were satisfied, 25% had no opinion, and 22% were dissatisfied.

When asked about food and nutrition, 78% of elementary and 76% of secondary families were satisfied, 13% of elementary and 15% of secondary families had no opinion, 9% of elementary and secondary families were dissatisfied.

When employees were asked the same question, 67% were satisfied, 22% had no opinion, 11% were dissatisfied.

When asked about educational services, 82% of elementary and 82% of secondary families were satisfied, 10% of elementary and 11% of secondary families had no opinion, and 8% of elementary and 7% of secondary families were dissatisfied.

When employees were asked the same question, 69% were satisfied, 19% had no opinion, 12% were dissatisfied.

Secondary families were given the following information regarding extracurricular activities and asked to review the following information regarding high school extracurricular activities.

- The Arizona Interscholastics Association (AIA) guidelines suggest that certain extracurricular activities can proceed (e.g., conditioning and preparation, band), while others are still not yet safe (i.e., football competitions).
- Pima County Health guidance is more conservative in permission for athletics, particularly with respect to close-contact sports.
- For our student athletes to safely engage in competitions following the reopening of schools, they must be permitted to train and prepare in advance of those competitions.
- The District intends to recommend to the Governing Board that formal conditioning, training, and practices be permitted to resume as of September 21, 2020.
- This would allow for three weeks (including Fall Break) of student athlete preparation before health and safety sensitive competitions resume.

They were then asked if they were comfortable with extracurricular activities resuming on September 21, 2020 while following health and safety protocols.

68% of secondary families and 48% of employees said they were comfortable; 17% of secondary families and 31% of employees had no opinion; 16% of secondary families and 21% of employees were not comfortable.

Elementary families were asked to describe their plans for their children:

64% said their children are enrolled in Remote Learning by Necessity model and plan on returning to in-person learning on October 12, 2020. 6% said their children are enrolled in Amphi Academy Online (AAO) and they plan to stay in AAO. 5% said their children are enrolled in Amphi Academy Online and would like to move to in-person learning. 4% said their children are enrolled in the Remote Learning by Necessity and wish to change to the Amphi Academy Online. 1% said they will move their children out of District. 20% of families were not sure.

Secondary families were asked to describe their plans for their children:

66% said their children are enrolled in Remote Learning by Necessity model and plan on returning to in-person learning on October 12, 2020. 5% said their children are enrolled in Amphi Academy Online (AAO) and they plan to stay. 4% said their children are enrolled in Amphi Academy Online and would like to move to in-person learning. 4% said their children are enrolled in the Remote Learning by Necessity and wish to change to the Amphi Academy Online. 20% were not sure. 0% said they will move their children out of District.

Employees were asked to describe their plans for their job:

75.96% said they plan to work in their normal work assignment, 0.58% said they plan to resign, 1.42% said they plan to apply for a position with AAO if one becomes available, 0.33% said they plan to request an extension on their current leave of absence for as long as possible, 1.0% said they plan to use their available paid leave balances to be away from work as long as possible, and 20.70% said they were unsure.

Superintendent Jaeger continued by saying that reopening schools is a priority, however it must be done safely and in accordance with guidance from our public health systems. As the survey

showed, most of our families and staff want to return to school as soon as possible. However, at this time, full in-person reopening after Amphi's Fall Break (October 12, 2020) will not be possible.

The revised recommendation therefore is for a hybrid learning model. The hybrid learning model was previously considered for the start of school, but was discounted at the time because of health conditions and other factors which did not support its implementation. Superintendent Jaeger reiterated that the learning needs of our children must be the primary consideration so long as the safety of all can be assured. A hybrid learning model, while not perfect, can strike the balance.

In July, parents and employees were surveyed as to which of the three models described by the Arizona Department of Education they would prefer. 43.38% of families wanted full-time in-person instruction, 41.89% wanted hybrid instruction, and only 14.73% desired remote instruction exclusively.

He shared with the Board what other Tucson and surrounding area school districts are doing. As of September 14, 2020, Pima Accommodation District reopened schools in a hybrid model on August 31 and Continental Elementary on September 10. The following school districts reported they will begin with the hybrid learning model within the next few weeks – Sahuarita Unified on September 17; Vail Unified on September 21; Flowing Wells on October 5; Ajo Unified on October 7; Sunnyside Unified on October 15; and Alter Valley Elementary, Marana Unified, Tanque Verde Unified, and Tucson Unified, all on October 19. San Fernando Elementary will begin in-person learning on October 12. Baboquivari Unified and Catalina Foothills School Districts decisions are pending Board action.

Superintendent Jaeger asked Dr. Lopez and Mr. Bejarano to explain to the Board what the hybrid learning model will look like if the Board chooses to approve the reopening plan for hybrid learning on October 12, 2020.

Dr. Lopez explained to the Board the elementary hybrid learning model. In this model, students would be assigned to a Cohort. Students whose last name begins with the letters A-L, roughly speaking, would be assigned to Cohort 1. Students whose last name begins with the letters M-Z would be assigned to Cohort 2. Siblings will be able to stay in the same Cohorts. Specialist classes will be modified and when necessary, minor adjustments to schedules will be addressed.

Cohort 1 (half of the students) would attend in-person learning at school on Monday and Thursday, and on Tuesday and Friday they would be at home – learning online and working on assignments given to them when they were at school.

Cohort 2 (half of the students) would attend in-person learning at school on Tuesday and Friday, and on Monday and Thursday they would be at home – learning online and working on assignments given to them when they were at school.

When students are attending classes in-person at school, the learning day and schedule would be that of a traditional school day.

On Wednesday, all students would be learning online at home. Teachers would do one Zoom lesson and schedule small group instruction on Wednesdays as needed for acceleration and intervention. Wednesdays would be a half day for all students, while staff would work their regular work schedule.

With this model, classes will be half their current size, students will be seated as far apart as possible, and wearing facemasks. Lunch tables and seating will be at least six feet apart and students will eat with their grade level cohort. Students will have their own supplies and will wash or sanitize their hands regularly during the day, especially when transitioning to a different location as a cohort. Students will go straight to class in the morning in order to stay with their

grade level cohort, they will go to recess as a cohort, and students will be led to bus lines and the lunchroom in lines six feet apart. Cohorts will not interact with children in other grade levels to the extent possible. Parents and non-program volunteers will not be allowed on campus.

Dr. Lopez noted some of the pros of a hybrid learning model. The model would reduce class sizes by half, increase the ability to social distance, reduce the number of students in hallways, cafeterias and buses, and they would be in school in-person for part of the week. Students would get to see some of their friends, teachers, and other staff members in-person. They would receive more direct instruction from their teacher than under the current model. Teachers and staff would be able to help students with issues related to isolation and receive in-person assistance to get the support they need.

She then mentioned some of the struggles with the hybrid learning model, such as teachers must teach in person and online in some form throughout the week resulting in a heavier workload (e.g., lesson planning for remote learning and lesson/activity planning for in-person learning). The hybrid learning model may require more teaching staff. Specialists and extracurricular activities will need to alter their schedules. Students would work 2-3 days per week with online software and packet work without teacher Zoom lessons. Maintaining continuity of instruction will be challenging. There would be a reduction in content taught compared to full time in-person instruction. Working parents may find it difficult to find childcare with a hybrid schedule. If students are in childcare on “off days”, they could potentially bring the virus to school from the daycare. Also, logistical challenges for families with students spread across multiple grade levels, and schools, require additional parent or caregiver involvement.

Mr. Bejarano explained that the secondary hybrid learning model is similar to the elementary model. For secondary students, they also would be assigned Cohorts by the first letter of the student’s last name. Siblings with different last names could attend school, in-person, based on the older sibling’s last name and siblings would be able to stay in the same Cohort. Specialist classes would be modified, and minor adjustments would be addressed as needed. Students in Student Services programs would attend school in-person daily to ensure compliance with Individualized Education Plans (IEPs).

Mr. Bejarano noted some of the pros with the hybrid learning model such as time for smaller groups of students to acclimate to new procedures, reduction of the number of physical interactions by limiting the number of students on campus and buses. There would be increased opportunity to provide proper social distancing, and it would reduce overcrowded classrooms, hallways, cafeteria, multi-purpose rooms (MPRs), and common areas. Management of students in these shared spaces would be more effective with increased opportunities for teachers to provide one-on-one support to students as they transition back to campus. Students would continue to use Zoom and Google Classroom, which would allow for smoother transition back to Remote Learning by Necessity if needed. Attendance would be taken using the same practices currently used in Remote Learning by Necessity. Transition would be easier for students as they are currently utilizing synchronous and asynchronous learning. The hybrid learning model allows teachers to provide consistent Tier I and Tier II interventions. Students can benefit from technology on campus and the model is another option for parents, as online learning has proven to be difficult.

He shared possible difficulties with the hybrid learning model such as; the additional commitment by staff to prepare lessons and provide meaningful instruction to two groups of students on a daily basis. Possible loss of instructional minutes and Average Daily Membership (ADM), and requiring teachers to take attendance for online and in-person students. Also, providing support and instruction for students without technology and families with multiple age children who rely on older children to care for younger siblings will be difficult if schedules are different. Students who have trouble with time management may struggle with keeping track of synchronous and

asynchronous learning. Chromebooks that are assigned to students away from campus are not available to students on campus. Transportation for students participating in extra-curricular activities could prove challenging.

Superintendent Jaeger reminded the Board that according to a survey that was taken in July, more than 80% of our parents wanted their children back in school. Approximately half of that 80% wanted their children to return to in-person, full-time traditional school with safety measures in place and half wanted a hybrid learning model with safety measures in place. Only 20% of the parents surveyed wanted their children to be in a full-time online learning model at the start of the school year. Employees echoed these same general findings.

Shortly thereafter, infections, and hospitalizations, and death rates increased, and staff became increasingly worried about their health or for those they live with and care for. A large number of people sent in public comments and attended the board meetings pleading for us not to open schools because of the health concerns. They wanted to delay in-person learning until after Fall Break.

Then circumstances of the situation overrode everyone's preferences and compelled a decision to start school on August 10, 2020 in Remote Learning by Necessity mode. Local public health metrics were mostly in the red at that time and fully online remote learning was the only possible choice. Thus, 80% of all our families started school fully online, which they did not prefer, but the health conditions did not support hybrid learning at that time. The ADE, ADHS and PCHD all agreed on that point.

Superintendent Jaeger noted that although he is not a fan of the hybrid learning model as it presents certain challenges for parents and staff, but it does provide benefits for our students. It gets us closer to in-person learning, which is what families and employees originally wanted.

He stressed that the safety of our students, staff and community has to be a primary consideration in these decisions. He remains committed to continue to follow the guidance of our public health officials and provide everyone with a two-week notice before a change in learning modalities. When he learned that the health metrics would not allow schools to reopen in full-time in-person learning anytime in October, a change in recommendation had to follow. Facts and circumstances have changed throughout this pandemic, and no matter what decision is made tonight, facts and circumstances outside of our control can change again.

Superintendent Jaeger said our public health officials are now advising that returning to full-time in-person learning cannot safely occur in October. However, a hybrid learning model would be safe. Absent a threat to public safety, our students and their needs are the primary consideration. We have heard from student and parents over the past months, their struggles, their feelings of isolation and loneliness, and the concerns which parents have about the mental health toll this is taking on their children and on them. He said we owe it to our families to bring this to a close as soon as we possibly can.

The hybrid learning model will bring us some of what families and staff asked for while allowing for adjustment and attention to safety issues. There will be some (two days a week) in-person learning and some (but less of) online learning. In addition, if families wish to remain in full online learning, they have the option to shift to that learning model.

Superintendent Jaeger concluded saying that teachers and staff will need sufficient time to transition and plan and asked that this be given to them. He said that if it is the Board's desire to reopen our schools through the hybrid learning model, they should allow the District Administration to work with principals and school staff to further refine the model to meet as many needs as they possibly can.

Dr. Baker asked why the PCHD felt it was safe to open in a hybrid learning model. Superintendent Jaeger said that the issue of safety includes the ability to control and contain an outbreak should one happen. It doesn't mean that when schools reopen, there will be no cases of COVID-19, there is no guarantee of that. It is limiting the spread as much as possible. In a hybrid learning model, you can control situations such as transportation, cleanliness and sanitation, the number of students in a classroom, etc.

There were no other questions or discussion.

President Day called for a seven-minute break.

## **7. PUBLIC COMMENT**

*President Day noted that there were public comments sent in prior to the meeting to be read and there were people at the meeting in-person that wished to speak. To ensure equity to those who provided their statements in advance, comments will be alternated between the written statements emailed to us and the in-person public comments. President Day read the Item Specific Call to the Audience procedures.*

*Ms. Tong noted that there were multiple email comments for the Board to hear. Of those, 30 comments suggest that the District is opening too soon, 16 want the Board to open schools, 15 discussed the hybrid model, four addressed sports, and four have suggestions they would like changed in the plan.*

Ms. Tong read a comment sent in by Emily Wilson, a parent with a student at Canyon del Oro High School (CDO). She expressed her gratitude to teachers, administration and staff for their outstanding efforts to make this school year as "normal" as possible. She commented that the plan for the return to in-person learning was vague. She had some specific questions concerning the plan before she could make a decision to return her child to school.

Lisa Millerd, a teacher at Amphitheater High School (AHS) and Amphitheater Education Association (AEA/AmphiEA) president, commented that since COVID-19 has interrupted traditional learning methods, the challenge now is how to provide a safe environment for students and educators while keeping learning as the main focus. She said AmphiEA has some concerns, which are including employees in decision making, accommodations for some staff members when in-person learning begins, and clarification of the plan if there is a COVID-19 situation. She requested that a decision to open schools be made using knowledge, data, and to consider what is reasonable, and doable for everyone.

Ms. Tong read a comment sent in by Kathy Shepard, a grandparent of two Amphi students and a retired teacher. She acknowledged the importance of in-person learning but was concerned about returning to school too soon. She urged the Board to allow parents to make the choice of continuing online learning or going back to class.

Michael Meridieth, a classified Amphi employee and an AHS Executive Board member, said that site plans need to be put together before schools open. He felt that employees need to be a part of the planning. His concerns for the Board were about the reopening plan; the cohort groups schedule, allowing two students per seat on the bus, and he wanted to know who would be doing contract tracing.

Ms. Tong read a comment sent in by Koo Chick, a parent and a foster mom. She said children and parents are struggling with online learning. She quit her job in order to stay home with her children. Their internet is not reliable, and sometimes they miss out on Zoom class instructions. As a foster parent, she believes children need social interaction and community. They are struggling with a different home and a new way of school. She said it is heart breaking. She concluded by saying schools need to reopen and stay open.

Peggy Greenway, a Cross Category teacher at Cross Middle School, said that teachers are working long and exhausting days and felt that teaching in a hybrid setting would be very difficult. She shared some success stories of her students. She commented that after the Blue Ribbon Task Force recommendations, the Hybrid Model was not considered an option for Amphi. She and others were frustrated to hear about the current Hybrid Model and have many questions. She hoped that individual sites will be allowed to be flexible as this model goes forward.

Ms. Tong read a comment sent in by Christina Berndt, she requested the Board consider the Hybrid Model as an option for the reopening of schools. Noting that students have been out of school for six months, she felt it would reduce exposure and allow for a smoother transition. Her family was not comfortable returning to fully in-person learning and would consider other districts that are doing a hybrid program or a different online school.

Darlene Rowe is an Amphi teacher, AmphiEA member, Coronado K-8 site representative and Executive Board K-8 representative. She said she read the employee handbook, and had some questions concerning a potential outbreak at a site, and how it would be handled. She wanted to know how information about an outbreak would be communicated to staff and families.

Ms. Tong read a comment sent in by Kelly Pelletier, a parent of a senior football player at Ironwood Ridge High School. She is concerned about the mental health of all students because they spend the day behind a computer screen, lacking in exercise, socialization, and physical contact. She stated the players have to self-motivate for athletics and need the emotional support from counselors, teachers, administration, friends, and teammates. She felt the data is showing a decreasing number of cases. Utilizing proper protocols, other schools and Districts have begun practices and requested the Board allow all sports to begin.

Chris Ackerly, a teacher at Amphitheater High School, a parent and member of the AmphiEA Task Force, felt that the recent survey was missing some information, and his primary concern is how an outbreak will be handled. He said the Hybrid Model limits the contact that students have with others but does not limit teachers contact.

Ms. Tong read a comment sent in by Stephanie Boe, a parent with three students at IRHS. She stated they are satisfied overall with online learning. Their kids are engaged because the teachers are doing a great job. As a family, they have been away from crowds for more than six months and returning to in-person learning seems scary and overwhelming. If a hybrid learning model is offered, that option would be a better transition for social distancing in classrooms and hallways. They like their current teachers and understand their expectations, therefore making a switch to Amphi Academy Online now is not an option. She asked the Board to consider a Hybrid Model or to initially return students to the schools in phases.

Hannah Tarpley and Chloe Cramer, students at IRHS, members of the Student Government and Executive Board said they are representing their student body. They asked the District to allow each school to decide what model would work the best for their campus. They were concerned for their teachers and felt that hybrid teaching would be hard for them. They will be advocates for facemask wearing and social distancing when school begins. They expressed their appreciation to the Board for all they do to keep everyone safe and look forward to the time when school can fully resume in-person learning.

Ms. Tong read a comment sent in by Lisa Da Silva, an Amphi parent with a student in elementary and high school. She said the remote learning by necessity option is working well, her children have a routine, and their family is appreciative of the hard work by all the teachers and school personnel. When in-person learning begins, she felt that some mitigation strategies outlined were insufficient, and returning after people have traveled during Fall Break was problematic. She requested the

decision to reopen schools continues to be based on recommendations of the Pima County Health Department metrics and not outside pressures.

Cheryl Wojdyla is a physical education teacher and coach at Wilson K-8 and Ironwood Ridge High School. She said it is challenging to teach students online. She has many questions concerning what school will look like when in-person learning resumes.

Ms. Tong read a comment sent in by Gillian Martiny, an Amphi parent of two students. She said they recently moved to Tucson and the isolation is very hard on them. She felt they need to be in school doing hands-on learning and interacting with teachers and students. She continued by saying Arizona Governor Ducey and Dr. Garcia, Pima County Medical Officer, said individual school boards make the decision to open, not the health department. State data metrics have been met to open schools. She asked the Board to not require facemasks and to reopen for in-person learning.

Shawn Aptiz, an Amphi parent, had many questions about the data that Pima County Health Department (PCHD) uses to determine the metrics to open. He felt the District should not be using only the PCHD metrics to make the decision to begin in-person learning. He said his daughter has not seen her friends for months and misses them.

Ms. Tong read a comment sent in by Elizabeth Paulette, a CDO parent. She appreciated the survey, but due to the survey format she was unable to input a Hybrid Model option. She said the teachers at CDO are doing a good job with the online format, are organized and successfully involve the students. They appreciate the Amphi Academy Online option and if schools open for fully in-person learning, they will be changing to that format.

Eric Larsen an Amphi parent, said he was appreciative of the survey sent out on September 10, 2020, but was concerned that the Hybrid Model was not mentioned. He thanked the District for their thoughtful consideration with the reopening plan. He offered the following suggestions: keep the cohort groups together for two continuous days of instruction, deep clean between each cohort; allow Wednesday to be a planning day for teachers, since they already have so much to do. Another request he had, was when schools open, stay with the same plan and do not return to online learning.

Ms. Tong advised President Day the remainder of the emails were repetitive in nature and have been representative of the same topics we have already heard. Ms. Tong said there were additional speakers here wishing to make a public comment. President Day stated she would like to hear one more email and then comments from the speakers that are here.

Ms. Tong read a comment sent in by David Newell, an Amphi parent. He said in order to attempt to qualify for the State Golf Championship, golf teams need to begin training now. He requested the Board allow the District to resume sports training and conditioning. He felt that golf is a socially distanced sport and based on Arizona Interscholastic Association (AIA) guidelines, which currently allows for some sports to begin conditioning and preparation, golf should begin prior to the reopening of schools on October 12, 2020, as previously approved by the Board.

Maddy Martiny, a sophomore at CDO, said online learning has many challenges and time is wasted waiting for technical issues to be resolved and other students to log in. He is new to the area and making friends is hard, and he feels he learns best in a collaborative classroom environment. He understands the health concerns involved in opening and thinks that the Hybrid Model is going to be more confusing. He is disappointed that full in-person opening is not an option at this time.

Caleb Martiny read the comments his son Hank Martiny, a 6<sup>th</sup> grader at Cross Middle School prepared for the Board. Hank does not like online learning, is frustrated with the technical issues, and does not like to be at the computer so much. It is complicated to do math and teachers have to teach too much information in a short time. He moved here in July and has no friends and would like to be

in the classroom. Mr. Martiny was disappointed that the Board is following the Pima County metrics and urged the Board to make a decision to open the schools to fully in-person learning.

David Payton, a parent of students at IRHS, said he understands there is a difference of opinions concerning the best method to open schools. He felt the Board needs to make the decision to open, not by following other schools plans and the Pima County guidelines. Based on the results of the Districts' return to school survey, he urged the Board to open schools for fully in-person learning.

Caden McGee, a third grader in Amphi Schools, said online learning is hard. His mom works from home, so she is not available to help him if he does not understand and sometimes, he is not able talk to the class if she is on a phone call for work. He said he was frustrated today, because the internet did not work, and he could not get back into the Zoom meeting and finish his work. He concluded by asking to return to in-person learning.

Sadie McGee, an Amphi student, said it was important to return to school. She felt students need to have social interaction and see their friends. She said she is academically motivated by being able to work in-person with other students. She talked about the exercise students get as they move from class to class. She also said, many of her teachers say they miss the students and want to see in them in-person.

Elise McGee, a parent, said two of her four children made a comment before her. She talked about the struggles that all of her children have with online learning, and she is not available to help them because she works full time. She questioned the conflicting data Pima County is using for the benchmarks to open schools, since retail business are allowed to open.

Kristen Mitchell, a parent of four students in the Amphi District, said she was blindsided by the decision to open schools with the Hybrid Model. Her children have always enjoyed school, but now they are very unhappy. She wanted to have the choice of in-person learning every day.

Mr. Kopec asked Superintendent Jaeger to explain the Pima County's Back to School Committee that worked with the PCHD to come up with the metrics that were referenced this evening.

Superintendent Jaeger explained that Pima County formed a Back to School Committee which is composed of PCHD officials, Pima County public school superintendents, and charter school heads, whether that be their director, administrator, etc. The metrics have existed for some time now and are advised by the Governor's orders and ADHS to consider those recommendations and guidance issued by Pima County Health officials. School districts understand that the metrics are important locally and that it is imperative that we get the students back to school safely. He said that we are not experts and therefore need to rely on the PCHD and health officials.

*President Day made a motion to approve the plan to resume in-person learning under the Hybrid Learning Model as presented with additional refinements determined by the Superintendent through deliberation and consultation with District leadership, site principals, District staff, and the guidance by the PCHD. Ms. Zibrat seconded the motion. President Day asked if there was any further discussion.*

Mr. Kopec spoke saying that his guiding principle in all this is that we are an educational institution, and beyond that we are charged with the safety of the kids in this District. He said he knows that it is a frustrating process of reacting to the pandemic. He is happy to take into consideration the metrics from the PCHD because in this position he is not going to vote to send kids back to school when those metrics are unsafe. He is not prepared to tell a parent, friend or relative of a student who goes back to school before we've met the metrics, if something terrible happens to that child, that they were worth the risk. He said that he understands the needs and frustrations of parents and that is why he feels entertaining the hybrid learning model, which back in July and August he was skeptical of, is the best way to move forward. Mr. Kopec acknowledged all the questions, critiques, comments,

and suggestions in regard to the reopening plan and presentation to the Board. They are all well taken and asked that site and District leadership take those into consideration moving forward. He noted that he would like to see regular updates on the plan relating to the hybrid learning model. Mr. Kopec concluded that in this year, 2020, things change. Things are not predictable, and changes are inescapable as we go into a new normal.

*There was no further discussion. Roll call vote in favor - 4: President Day, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed - 0. The Plan for Reopening Schools for In-Person Instruction in the Hybrid Learning Model was approved as presented with additional refinements determined by the Superintendent through deliberation and consultation with District leadership, site principals, District staff, and the guidance by the PCHD.*

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

Dr. Baker asked for continued updates on the reopening plan.

Mr. Kopec also asked for continued updates on the reopening plan.

**9. ADJOURNMENT**

*President Day made a motion to adjourn the meeting. Mr. Kopec seconded the motion. There was no discussion. Roll call vote in favor - 4: President Day, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed - 0. The meeting adjourned at 8:55 p.m.*



Minutes respectfully submitted for Governing Board Approval

*Karin Smith, Executive Assistant to the Superintendent & Governing Board  
Gretchen Hahn, Secretary III, Governing Board Office*

October 21, 2020

Date

October 27, 2020

Ms. Deanna M. Day, M.Ed.,

*Governing Board President*

Date



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**      **Approval of Vouchers Totaling and Not Exceeding Approximately \$1,759,450.76  
(Final Total)**

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**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: October 26, 2020

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Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**            **Acceptance of Gifts**

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**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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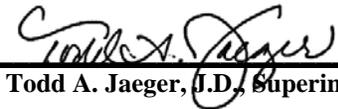
**INITIATED BY:**



Scott Little, Chief Financial Officer

Date: October 14, 2020

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Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	10-27-20
Ck in the amount \$179.63	Kroger	Amphitheater Middle School
Computer parts in the amount \$600.00	Chris Panzero	Amphitheater Middle School
Ck in the amount \$600.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$409.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$600.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$566.00	Fidelity Charitable	Donaldson Elementary
Ck in the amount \$10,000.00	Amphitheater Founation	Donaldson Elementary
School Supplies in the amount \$83.00	Walmart	Ironwood Ridge High School
Ck in the amount \$534.00	Painted Sky Elementary PTO	Painted Sky Elementary
Ck in the amount \$600.00	Fidelity Charitable	Prince Elementary
Ck in the amount \$2,100.00	Fidelity Charitable	Prince Elementary
Ck in the amount \$298.00	Fidelity Charitable	Rio Vista Elementary



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**      **Receipt of September 2020 Report on School Auxiliary and Club Balances**

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**BACKGROUND:**

Arizona Revised Statutes §§15-1121 and 15-1125 provide for the operation of Student Activity and Auxiliary Operations funds respectively. The Uniform System of Financial Records for Arizona School Districts (USFR) outlines procedures to be followed by school districts in the disbursements of monies from either of these funds. One requirement for the operational compliance is to provide a report to the Governing Board summarizing the transactions for the month.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

A handwritten signature in cursive script that reads "Scott Little".

**Scott Little, Chief Financial Officer**

**Date: October 14, 2020**

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

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

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending September 30, 2020**

Beginning Balance	\$ 2,180,157.43
Plus Deposits	104,300.58
Less Disbursements	<u>(45,927.34)</u>
Ending Book Balance For All Schools	<u><u>\$2,238,530.67</u></u>
Outstanding Deposits	(85,438.19)
Outstanding Checks	<u>9,685.03</u>
Ending Bank Balance For All Schools	<u><u>\$2,162,777.51</u></u>

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Student Activity Accounts  
For Month Ending September 30, 2020**

Beginning Balance	\$ 630,534.74
Plus Deposits	16,053.03
Less Disbursements	<u>(14,406.69)</u>
Ending Book Balance For All Schools	<u>\$632,181.08</u>
Outstanding Deposits	\$ (4,911.00)
Outstanding Checks	<u>6,518.34</u>
Ending Bank Balance For All Schools	<u>\$633,788.42</u>

**Amphitheater Public School District #10  
Student Activity Account  
Schedule of Club Balances  
For Month Ending September 30, 2020  
For Elementary/Middle Schools**

**Amphi Middle School**

Student Gov't	\$3,280.39
AVID	\$1,212.29
Culture Exchange	\$1,146.07
MESA Club	148.06
NJHS	401.56
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,377.16
-Deposits in Transit/+Outstanding Checks	0.00
<b>Amphi Middle School Total</b>	<b>\$10,859.22</b>

**Copper Creek Elementary**

Student Council	\$946.14
Accelerated Reader Club	845.33
Turq. Times	32.38
-Deposits in Transit/+Outstanding Checks	1,371.86
<b>Copper Creek Total</b>	<b>\$3,195.71</b>

**Coronado K-8 Schools**

Elementary Student Council	\$4,738.12
Middle School Student Council	292.14
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	420.99
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	2,935.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	2,872.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	0.00
<b>Coronado Total</b>	<b>\$22,428.12</b>

**Cross Middle School**

Student Council	\$7,365.11
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	552.00
Orchestra Club	4,478.73
PE Club	3,162.13
Star Club	1,550.57
Tri-M Club	335.31
Web Club	509.59
-Deposits in Transit/+Outstanding Checks	-596.49
<b>Cross Middle School Total</b>	<b>\$25,851.03</b>

**Amphitheater Public School District #10  
Student Activity Account  
Schedule of Club Balances  
For Month Ending September 30, 2020  
For Elementary/Middle Schools**

**Donaldson Elementary**

Student Council	\$1,436.40	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>Donaldson Total</b>		<b>\$1,436.40</b>

**Harelson Elementary**

Student Council	\$921.23	
5th Grade Activities	125.36	
Track	307.65	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>Harelson Total</b>		<b>\$1,354.24</b>

**Holaway Elementary**

Student Council	\$916.24	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>Holaway Total</b>		<b>\$916.24</b>

**Innovation Academy**

Student Council	\$1,359.07	
Algebra Club	\$395.37	
Entrepreneur Club	\$43.90	
Odyssey of the Mind	\$3,287.47	
-Deposits in Transit/+Outstanding Checks	\$0.00	
<b>Innovation Academy Total</b>		<b>\$5,085.81</b>

**Keeling Elementary**

Student Council	\$930.71	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>Keeling Total</b>		<b>\$930.71</b>

**La Cima Middle School**

Student Council	\$8,739.97	
NJHS	1,108.00	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>La Cima Total</b>		<b>\$9,847.97</b>

**Mesa Verde Elementary**

Student Council	\$3,946.90	
-Deposits in Transit/+Outstanding Checks	247.00	
<b>Mesa Verde Total</b>		<b>\$4,193.90</b>

**Nash Elementary**

Student Council	\$1,913.00	
-Deposits in Transit/+Outstanding Checks	0.00	
<b>Nash Total</b>		<b>\$1,913.00</b>

**Amphitheater Public School District #10  
Student Activity Account  
Schedule of Club Balances  
For Month Ending September 30, 2020  
For Elementary/Middle Schools**

**Painted Sky Elementary**

Student Council	\$4,278.26
Nature Shop	\$1,713.54
Orchestra	\$358.97
Band	\$184.45
Chorus	\$591.45
Milers	\$75.76
OM	\$951.79
Bagel & Books	\$42.80
Sign Language	\$87.00
Algebra	\$0.00
Yoga	\$169.00
NEHS	\$54.14
Garden Club	\$8.00
Sewing Club	\$3.05
Art Club	\$110.00
Sports Club	\$120.01
-Deposits in Transit/+Outstanding Checks	-1,649.28
<b>Painted Sky Total</b>	<b>\$7,098.94</b>

**Prince Elementary**

Student Council	\$441.72
-Deposits in Transit/+Outstanding Checks	0.00
<b>Prince Total</b>	<b>\$441.72</b>

**Rio Vista Elementary**

Student Council	\$1,001.98
-Deposits in Transit/+Outstanding Checks	0.00
<b>Rio Vista Total</b>	<b>\$1,001.98</b>

**Walker**

Student Council	\$2,844.09
-Deposits in Transit/+Outstanding Checks	0.00
<b>Walker Total</b>	<b>\$2,844.09</b>

**Wilson**

Student Council	\$6,982.66
Algebra Club	473.77
Archery Club	354.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	693.39
GameMakers	210.00
MS Choir	2,660.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	989.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	3,945.54
-Deposits in Transit/+Outstanding Checks	0.00
<b>Wilson Total</b>	<b>\$24,854.64</b>

**Amphitheater Public School District #10**  
**Student Activity Account**  
**Schedule of Club Balances**  
**For Month Ending September 30, 2020**  
**For Elementary/Middle Schools**

<b>Total K-8 Club Balances</b>			<b><u>\$124,253.72</u></b>
Plus: Outstanding Checks			\$0.00
Less: Outstanding Deposits			-25.00
Less: NSF/Bk Charges			0.00
Bank Deposit Errors			0.00
			<hr/>
<b>Bank Balance</b>			<b><u>\$124,228.72</u></b>
	Sweep Account	\$	124,228.72
			\$0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2020**

1001 Student Council	\$ 8,691.30	1520 Media Club	1,223.37
1001-ICC Student Council - ICC	3,794.36	1560 National Honor Society	75.72
1035 Art Club	881.41	1590 Odyssey of the Mind	876.16
1070 Band Club	179.46	1600 Orchestra Club	1,006.17
1080 Baseball/Diamond Club	1,336.95	1610 MESA Club	0.00
1085 Boys Golf Club	0.00	1630 Panther Popcorn	3,346.04
1110 Girls Basketball Club	676.78	1730 ASL Club	2,476.76
1113 Drama Club	823.55	1744 Auto Skills USA Amphi Chapter	1,143.60
1115 Choir Club	2,241.43	1745 Soccer - Boys Club	112.82
1120 AVID Club	389.16	1751 Solar Car Club	335.63
1128 Mt. Bike Club	533.26	1770 Softball Club	934.20
1145 AHS Chess Club-GOT	20.00	1780 Spanish Club	794.04
1172 Dance Club	77.43	1785 AHS Spiritlines	554.95
1180 Boys Basketball	2,268.88	1787 Senior Class Club	0.00
1200 Panther Partners Club	3,281.60	1790 Cross Country Club	174.29
1223 Creative Writing Club	34.50	1795 Panthers Cross Country Club	33.13
1226 Early Childhood Club	135.85	1803 HOSA Club	987.28
1227 Yearbook Club	248.08	1830 Swim Club	1,360.37
1234 FFA Club	6,442.22	1835 Girls Tennis Club	11.72
1235 FFA - Fair Checks	5,250.00	1840 Boys Tennis Club	5.58
1240 Fut Comp Scientists of AHS	267.20	1850 Tech Theater Club	380.68
1245 French Club	2,090.70	1860 Trackers - Track/Field	88.38
1255 Photo Club	4,161.41	1900 Volleyball - Girls	3,341.44
1265 Equality Club	240.00	1905 Beach Volleyball Club	2,747.70
1280 Greenhouse Club	62.70	1950 Bookstore - Over/Under	0.00
1290 Wrestling	422.45	1960 VEX Robotics	0.00
1300 Football Club	1,529.08		
1310 Inter Act Club	1,604.24		
1350 Boys Volleyball	109.35		
1470 Girls Soccer	116.76		
1480 Link Crew	\$ 1,446.69		

**Amphi High School Total Clubs** \$71,366.83

Plus: Outstanding Checks	152.54
Less: Outstanding Deposits (Inc CC's)	0.00
NSF Checks/Void/Stale/Account Adj	0.00
<b>Bank Balance</b>	<u><u>\$71,519.37</u></u>

Sweep Account \$ 71,519.37

\$0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2020**

1001 Student Council	\$ 47,571.67	1400 HOSA-Bio Science	\$ 308.58
1020 Academic Decathlon	-	1420 IB Club	259.47
1031 Black Excellence Student Union	76.77	1470 Soccddeer - Girls	-
1034 AM Art Club	200.00	1472 Latino Student Union	7.68
1050 Amphi All-Stars Club/Special Olympics	392.84	1480 Link Crew	1,916.53
1060 Asian American Cultural Society	18.11	1530 Model Un	78.84
1070 Band Club	200.00	1560 National Honor Society	317.59
1081 Be Kind /Ben's Bell Club	465.64	1575 United Native Nations	-
1083 Biology Club	486.95	1590 Odyssey of the Mind	7,157.16
1084 Bowling Club	347.85	1600 Orchestra Club	3,309.55
1085 Boys Golf	9,372.55	1640 Ping Pong	-
1110 Basketball - Girls	7,818.64	1650 Psychology Club	28.00
1113 Drama Club	2,007.17	1710 Math Club	205.72
1115 Choir	14,409.67	1740 Sign Language Club	3.67
1118 Engineering Club	843.85	1742 Senior Spirit Squad	340.00
1128 Mountain Bike	-	1743 Skills USA_Architecture	2,835.56
1140 Chemistry Club	352.64	1744 Skills USA Autos	3,293.24
1145 Chess	-	1745 Soccer Boys	2,327.60
1150 Culinary Arts/FCCLA	3,666.62	1755 Society	-
1155 Catering	10,948.74	1770 Softball Club	8,712.00
1172 Dance	2,957.96	1780 Spanish Club	841.23
1180 Boys Basketball	2.66	1785 Spiritline/ Cheer	1,877.39
1200 Dream Team	3,148.85	1791 Cross Country	4,233.20
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	859.73
1224 Entrepreneurship Club	197.00	1830 Swim Club	13,313.90
1225 Environmentalist Club	513.40	1835 Tennis Club - Girls	2,967.89
1226 Early Childhood	3,406.55	1840 Tennis Club - Boys	1,265.88
1227 Yearbook	9,035.46	1860 Track/Field Club	16,600.57
1230 FCA Club	7.00	1865 TRI-M Club	810.00
1245 French Club	126.76	1880 Unicycle	-
1255 Photography Club	2,879.51	1905 Volleyball-Beach	365.00
1267 LGBTQ+	254.62	19401 Young Life	-
1270 German Club	353.95	1950 Bookstore Over/Under	-
1280 Golf - Girls	-		
1290 Wrestling	2,361.76		
1300 Football Club	4,537.53		
1345 Take-A-Hike Club	133.18		
1350 Boys Volleyball	780.18		

**CDO High School Total Clubs** **\$204,112.06**

Plus: Outstanding Checks	657.30
Less: Outstanding Deposits Inc CCs	-1,120.00
Deposit Adjustment	-
NSF Checks/Void/Stale/Account Adj	0.00
<b>Bank Balance</b>	<b><u>\$203,649.36</u></b>

Sweep Account **\$203,649.36**

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2020**

1001 Student Council	\$ 33,981.15	1470 Girls Soccer	5,680.48
1035 Art Club	2,320.43	1515 Musical Club	16,954.06
1036 Van Gogh's Ear	96.85	1530 Model UN	2,270.86
1040 Photography/Skills USA	-	1540 Trash Club	-
1070 Band Club	1,124.01	1560 National Honor Society	2,985.96
1075 Cares for Kids	212.37	1590 Odyssey of the Mind	-
1080 Baseball	3,211.95	1595 Japanese	268.87
1085 Boys Golf	205.46	1600 Orchestra	4,568.00
1090 National Diversity	-	1630 Journalism	8,549.70
1110 Girls Basketball	1,493.58	1700 Club Green	1,047.69
1113 Drama	24,746.55	1720 Athletic Club	11.14
1115 Choir	3,697.35	1745 Soccer-Boys	1,031.21
1140 Chemistry	329.00	1750 Robotics Club	3,195.73
1146 Political Action	304.00	1770 Softball Club	230.01
1150 Culinary Arts	1,212.57	1780 Spanish Club	46.00
1172 Pomline	1,879.91	1785 Spirit-Cheer Club	2,613.85
1180 Boys Basketball	577.98	1790 Cross Country	3,184.03
1203 Pop till you Drop	1,209.30	1800 Sports Medicine	280.00
1215 Animal Club	-	1830 Swim Club	3,425.67
1227 Yearbook	14,415.43	1835 Tennis - Girls	300.76
1230 FCA-Fellowship Christian Ath	-	1840 Boys Tennis	1,756.62
1245 French	1,325.40	1850 Tech Theater Club	3,301.56
1255 Film	1,301.93	1860 Track & Field	1,362.81
1260 Gaming	107.95	1900 Volleyball-Girls	9,443.29
1265 Q Club	304.57	1905 Beach Volleyball	23,850.64
1275 Girls Golf	51.33	1910 So. AZ Veterans Heritage Club	1,497.91
1285 History/Travel	1,130.69	1940 Young Life	15.00
1290 Wrestling	753.12	1950 Bookstore O/S	-
1300 Football	28,588.08		
1340 Peer Support	-		
1350 Boys Volleyball	5,751.74		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	834.77		

<b>IRHS School Total Clubs</b>	<b><u>\$232,448.47</u></b>
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Plus: Outstanding Checks	5,708.50
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Less: Outstanding Deposits (Inc CC's)	-3,766.00
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NSF Checks/Void/Stale/Account Adj	0.00
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Deposit Error/Adjustments	0.00
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<b>Bank Balance</b>	<b><u>\$234,390.97</u></b>
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Sweep Account	\$234,390.97
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\$0.00



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:    Approval of School Facilities Board FY 2020 Preventive Maintenance Program Report**

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**BACKGROUND:**

Attached is a copy of the FY 2020 reporting statement of the Preventive Maintenance Program which is to be submitted annually to the Governing Board for approval.

The Facility Support Services team completes preventive maintenance based on four inspections per year. Preventive Maintenance tasks are scheduled annually, semi-annually and quarterly based on equipment specifications and School Facilities Board (SFB) recommendations.

There is a difference between the Recommended and Completed tasks because the SFB produces a standard listing of recommended tasks to be completed for each site. This recommended list is not editable by the District, thus, resulting in recommended tasks being reflected for equipment that does not exist at a given site. For example, Amphi High school has asphalt shingle roofing, but the SFB recommended tasks for maintaining metal roofs cannot be removed from the list of tasks assigned, the result is, not all recommended roofing tasks (those for metal roofs) are completed. A site may have more completed tasks than were recommended, due to the fact more tasks were identified and completed when the preventive maintenance crew serviced the site, or that the site is non-academic and no recommended tasks were assigned by the SFB.

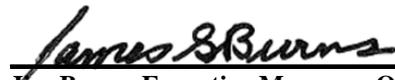
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**RECOMMENDATION:**

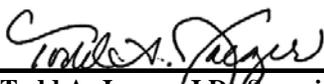
It is the recommendation of the Administration that the FY 2020 Preventive Maintenance Program Report be approved by the Governing Board.

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**INITIATED BY:**

  
Jim Burns, Executive Manager, Operational Support

Date: October 19, 2020

  
Todd A. Jaeger, J.D., Superintendent

# School Facilities Board

# Preventative Maintenance Reporting Stateme

Amphitheater Unified District

Submittal Date:

Fiscal Year: 2020

100210000

Print Date:

10/20/2020

701 W Wetmore  
Tucson, AZ 85705-1547  
(520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
Amphitheater High School	36	95	246	170	158	122	258	200
	331,759	102	298	185	188	115	294	233
Amphitheater Middle School	18	72	93	137	124	100	238	102
	124,977	102	113	185	188	97	284	144
Canyon Del Oro High School	34	102	270	138	137	120	249	19779
	297,857	102	298	185	188	115	294	233
Copper Creek Elementary School	8	123	197	138	124	97	221	112
	106,002	123	255	185	188	97	294	141
Coronado K-8 School	18	79	196	129	155	90	178	127
	140,313	102	255	185	188	97	294	192
E C Nash School	11	102	184	139	145	97	187	125
	68,491	102	253	185	188	97	246	141
El Hogar De La Paz (formerly Graphics and Printing)	4	54	46	69	76	54	48	27
	6,440	71	84	125	84	54	117	27
Frances Owen Holaway Elementary School	9	102	88	168	90	97	133	86
	66,009	102	113	185	116	97	246	93
Helen Keeling Elementary School	12	105	98	147	89	98	176	96
	69,748	102	113	185	150	97	284	141
Ironwood Ridge High School	8	102	200	54	205	115	154	166
	272,594	102	255	185	246	115	294	233

# School Facilities Board

# Preventative Maintenance Reporting Stateme

Amphitheater Unified District

Submittal Date:

Fiscal Year: 2020

100210000

Print Date:

10/20/2020

701 W Wetmore  
Tucson, AZ 85705-1547  
(520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
L M Prince School	4	102	176	126	116	97	131	70
	61,083	102	204	149	188	97	284	93
La Cima Middle School	8	123	264	135	100	97	174	157
	118,657	123	298	185	188	97	332	192
Lawrence W Cross Middle School	15	123	86	134	125	97	120	12980
	111,433	123	113	185	188	97	199	144
Lulu Walker School	12	123	112	187	122	97	174	93
	82,503	123	253	149	154	97	246	141
Marion Donaldson Elementary School	11	102	97	125	110	97	123	93
	46,458	102	113	185	154	97	246	93
Mesa Verde Elementary School	13	102	86	124	126	97	97	88
	52,132	123	84	161	188	97	199	93
Painted Sky Elementary	10	123	167	150	98	80	187	87
	69,929	123	298	185	188	80	294	93
Richard B Wilson Jr School	6	123	259	165	97	80	184	85
	200,423	123	298	185	188	97	294	192
Rillito Center	4	102	97	110	57	97	112	52
	36,895	102	113	149	84	97	159	81
Rio Vista Elementary School	10	102	165	150	99	97	213	98
	80,008	102	298	185	188	97	284	141

Amphitheater Unified District

Submittal Date:

Fiscal Year: 2020

100210000

Print Date:

10/20/2020

701 W Wetmore  
 Tucson, AZ 85705-1547  
 (520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
Winifred Harelson Elementary School	9	102	166	118	115	97	160	84
	57,999	102	206	149	150	97	199	93

Governing Board President \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent \_\_\_\_\_ Date: \_\_\_\_\_

Facilities Maintenance Director \_\_\_\_\_ Date: \_\_\_\_\_



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Rillito Center Buildings A & D  
Weatherization Assessment – BRG-ASMNT-00019**

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**BACKGROUND:**

On August 18, 2020 the District submitted a School Facilities Board (SFB) Grant request for a weatherization assessment on buildings A & E at Rillito Center. The SFB has approved this grant request during the regularly scheduled SFB meeting of October 7, 2020 in the amount of \$4,010.00.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00019

Grant Amount: \$4,010.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-ASMNT-00019 in the amount of \$4,010.00 for the weatherization assessment on buildings A & D at Rillito Center and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

Jim Burns, Executive Manager, Operational Support

Date: October 9, 2020

Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

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

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### **3.4 LOCAL FUNDS**

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

### **3.5 SCOPE OF WORK**

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

### **3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT**

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

## **4. REPORTING REQUIREMENTS**

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

### **4.1 PUBLIC RECORD**

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

## 4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

## 5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

## 6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

## 7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

**9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

**10. TERMINATION**

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

**11. ASSIGNMENT AND DELEGATION**

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

**12. CANCELLATION FOR CONFLICT OF INTEREST**

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

**13. ENTIRE AGREEMENT**

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

**14. APPLICABLE LAW**

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

## **15. THIRD PARTY ANTITRUST VIOLATIONS**

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

## **16. PROGRAM REVIEW AND SITE VISITS**

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401**

### **19.1 WARRANT COMPLIANCE**

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

### **19.2 BREACH OF WARRANTY**

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.3 FAILURE TO COMPLY**

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.4 INSPECTION**

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

## **20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.**

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

## **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

**23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Copper Creek MPR Roof Assessment – BRG-ASMNT-00020**

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**BACKGROUND:**

On August 25, 2020 the District submitted a School Facilities Board (SFB) Grant request for a roof assessment on the MPR Building at Copper Creek Elementary School. The SFB has approved this grant request during the regularly scheduled SFB meeting of October 7, 2020 in the amount of \$3,240.00.

The Governing Board is required to approve the grant’s attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00020

Grant Amount: \$3,240.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-ASMNT-00020 in the amount of \$3,240.00 for the roof assessment on the MPR Building at Copper Creek Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

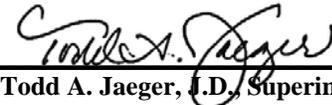
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**INITIATED BY:**



**Jim Burns, Executive Manager, Operational Support**

**Date: October 14, 2020**



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

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

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

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### 3.4 LOCAL FUNDS

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

### 3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

### 3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

### 4.1 PUBLIC RECORD

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

## 4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

## 5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

## 6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

## 7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

**9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

**10. TERMINATION**

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

**11. ASSIGNMENT AND DELEGATION**

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

**12. CANCELLATION FOR CONFLICT OF INTEREST**

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

**13. ENTIRE AGREEMENT**

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

**14. APPLICABLE LAW**

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

## **15. THIRD PARTY ANTITRUST VIOLATIONS**

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

## **16. PROGRAM REVIEW AND SITE VISITS**

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401**

### **19.1 WARRANT COMPLIANCE**

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

### **19.2 BREACH OF WARRANTY**

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.3 FAILURE TO COMPLY**

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.4 INSPECTION**

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

## **20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.**

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

## **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

**23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)



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

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**DATE OF MEETING:**      **October 27, 2020**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Harelson ES Funhouse  
Weatherization Assessment – BRG-ASMNT-00021**

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**BACKGROUND:**

On August 18, 2020 the District submitted a School Facilities Board (SFB) Grant request for a weatherization assessment on the Funhouse Building at Harelson Elementary School. The SFB has approved this grant request during the regularly scheduled SFB meeting of October 7, 2020 in the amount of \$3,550.00.

The Governing Board is required to approve the grant’s attached terms and conditions to accept this award.

Grant Number: BRG-ASMNT-00021

Grant Amount: \$3,550.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-ASMNT-00021 in the amount of \$3,550.00 for the weatherization assessment on the Funhouse Building at Harelson Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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**Jim Burns, Executive Manager, Operational Support**

**Date: October 14, 2020**

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

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020

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

### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §15-2032 and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

#### 2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

### **3. FINANCIAL CONDITIONS**

The District will accept a grant from the Fund in accordance with all applicable state statutes and rules, and will expend the funds in compliance with all provisions of such statutes and rules, including but not limited to, the following:

- a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the Board as necessary to perform its duties. The District will cooperate with the Board or the Auditor General or any of their authorized representatives when audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

#### **3.2 SURPLUS FUNDS**

If the final cost of the Project is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the

contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

Pursuant to A.R.S. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

### **3.4 LOCAL FUNDS**

If the District intends to supplement the Project with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

### **3.5 SCOPE OF WORK**

Any change in the scope of work shall be implemented by a Change Order. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

### **3.6 FUTURE REPAIRS – THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT**

To the extent allowed by law, if the District has contributed local funds to pay for an upgrade of the Project beyond that required by the minimum school facilities guidelines; any increase in the cost of a future repair or replacement shall be paid for proportional to the original cost sharing.

## **4. REPORTING REQUIREMENTS**

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

### **4.1 PUBLIC RECORD**

Any application, report or plan, including school designs or architectural drawings relating to the funded Project in the possession of the District or its agents or designees is deemed a public record as defined by Arizona law.

## 4.2 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for a construction project.

## 5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds.

## 6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

## 7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 8. RESOLUTION OF DISPUTES

The Parties to these Terms and Conditions agree to resolve all disputes arising out of or relating to these Terms and Conditions through arbitration, after exhausting applicable administrative review (pursuant to Title 41, Chapter 6, Article 10), to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

## **9. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. However, Indian tribes are exempt from the definition of employer for both Federal and State Civil Rights Act.

## **10. TERMINATION**

Each party shall have the right to terminate this Agreement by notifying the other party in writing of the termination at least thirty (30) days prior to the effective date of said termination. If the Agreement is terminated by the Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

## **11. ASSIGNMENT AND DELEGATION**

Neither party may assign any rights hereunder without the express, prior written consent of both parties.

## **12. CANCELLATION FOR CONFLICT OF INTEREST**

The parties acknowledge that these Terms and Conditions are subject to the cancellation provisions set forth in A.R.S. §38-511.

## **13. ENTIRE AGREEMENT**

These Terms and Conditions contain the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein. Any amendment or modification of these Terms and Conditions shall be consistent with Section 1 of these Terms and Conditions.

## **14. APPLICABLE LAW**

These Terms and Conditions shall be governed and interpreted by the laws of the State of Arizona.

## **15. THIRD PARTY ANTITRUST VIOLATIONS**

The District assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the District toward fulfillment of these Terms and Conditions.

## **16. PROGRAM REVIEW AND SITE VISITS**

The Board has the right to make site visits at reasonable intervals for purposes of review of Project accomplishments and management control systems and to provide technical assistance, if required. The District will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the Board's representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

The Board may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to these Terms and Conditions.

The District agrees that any negotiations, agreements, and/or contracts between the District and Architect(s) for the design of the Project shall provide that the Board retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
- b) To create a resource collection of promotional architectural designs for elementary, middle and high schools that will be available to other school districts to use as a school design resource.

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

By entering into the Contract, the District warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The District shall obtain statements from its contractors and its subcontractors certifying compliance and shall furnish the statements to the Board upon request. These warranties shall remain in effect through the term of the Terms and Conditions. The District and its contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).

The State may request verification of compliance for any of the District's contractors or subcontractors performing work under these Terms and Conditions. Should the State suspect or find that the District or its contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Terms and Conditions for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

## **19. E-VERIFY REQUIREMENTS PURSUANT TO A.R.S. § 41-4401**

### **19.1 WARRANT COMPLIANCE**

The District's contractors must warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214(A). (That subsection reads: After December 31, 2007, each employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program.)

### **19.2 BREACH OF WARRANTY**

A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.3 FAILURE TO COMPLY**

Failure to comply with a Board audit process to randomly verify the employment of contractors and subcontractors shall be deemed a material breach of contract and the contractor may be subject to penalties up to and including termination of the contract.

### **19.4 INSPECTION**

The Board retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 19.1.

## **20. REIMBURSEMENTS FOR INVESTIGATIONS, ASSESSMENTS, REPAIRS AND REPLACEMENTS.**

The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

## **21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

The District warrants that its contractors are not engaged in a boycott of Israel as defined by

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

The District shall comply with requirements of applicable Federal, State and local laws, regulations, policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, policy and guidance to contractors and subcontractors at any tier to the extent necessary to ensure compliance with the requirements.

The District shall comply with all laws, statutes, ordinances, rules, codes, and regulations applicable to any school district.

**23. CERTIFICATION / AUTHORIZATION**

These Terms and Conditions must be signed by the President of the Governing Board, Superintendent, CFO/Business Manager, and Facilities Director of the District and certifies that he or she has read these Terms and Conditions and represents and warrants that he or she is duly authorized to agree and accept and therefore sign these Terms and Conditions on behalf of the District.

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)