

Final Release January 11, 2021, 4:30 p.m.

ORGANIZATIONAL MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, January 12, 2021

6:00 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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.

¹ 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.

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

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

⁴ 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

Wilson K-8 School Students

3. RECOGNITION OF STUDENT ART

Wilson K-8 School

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

Tuesday, January 26, 2021 at 5:30 p.m. at the Wetmore Center, 701 W, Wetmore Road, Tucson AZ, 85705 in the Leadership and Professional Development Center, SE Entrance and Parking.

5. ORGANIZATIONAL MEETING

- A. Administration of Oath of Office to Re-Elected Governing Board Members 4
- B. Nomination and Election of Governing Board President and Vice-President 5

6. PUBLIC COMMENT

7. INFORMATION'

- A. Superintendent's Report: Update on Pandemic Conditions 7

8. CONSENT AGENDA³

- A. Approval of Appointment of Non-Administrative Personnel 26
- B. Approval of Personnel Changes 29
- C. Approval of Leave(s) of Absence 37
- D. Approval of Separation(s) and Termination(s) 39
- E. Approval of Stipend for Coaching Volunteers 41
- F. Approval to Increase Rate of Pay for Affected Employees to the New Arizona Minimum Wage Amount That Became Effective January 1, 2021 43
- G. Approval of Minutes of Previous Meeting(s) 51
- H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,827,602.30 89
- I. Acceptance of Gifts 90
- J. Approval of Parent Support Organization(s) - 2020-2021 92
- K. Receipt of November 2020 Report on School Auxiliary and Club Balances 101
- L. Annual Approval of All Authorized Signatories on District Checking Accounts for the 2020-2021 Fiscal Year 111
- M. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Chilled Water Line Repair

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N. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 5 Boiler Replacement	122
O. Approval of School Facilities Board (SFB) Grant for Amphi Middle School HVAC Replacement	131
P. Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School HVAC Replacement	140
Q. Approval of School Facilities Board (SFB) Grant for Marion Donaldson Elementary School Boiler Replacement	149
R. Approval of School Facilities Board (SFB) Grant for Lulu Walker Elementary School HVAC Replacement	158
S. Designation of Student Suspension and Expulsion Hearing Officers to Hear Evidence, Prepare a Record and Bring Recommendations to the Board, Pursuant to A.R.S. §15-843(F)(2)	167
T. Approval of Student Fee Rates Charged Pursuant to Governing Board Policy JQ, A.R.S. §15-342 (24), and A.R.S. §15-1142	168

9. **PUBLIC COMMENT**

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

11. **ADJOURNMENT**

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**

DATE OF MEETING: **January 12, 2021**

TITLE: **Administration of Oath of Office to Re-Elected Governing Board Members**

BACKGROUND:

A.R.S. §38-231 requires school district governing board members and employees to take a loyalty oath of office. School district governing board members must take the oath at or before commencement of their term of office. The oath reads as follows:

“I, _____, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of the Governing Board for Amphitheater Unified School District No. 10, according to the best of my abilities, so help me God (or so I do affirm).”

A.R.S. §15-426 further requires school district governing board members to execute the oath in writing before a Notary Public and forward it to the Pima County School Superintendent.

In accordance with these laws, re-elected Board members Dr. Scott K. Baker, Ms. Vicki Cox Golder, and Ms. Deanna M. Day subscribed their oath of office before a notary public in December 2020 before their term of office began on January 1, 2021. Their signed and notarized oaths have been forwarded to the Pima County School Superintendent.

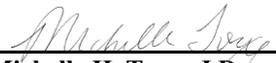
Because their oaths were administered separately outside of a public meeting, the re-elected Board members also have the option to take the oath again publically during the January 12, 2021 Governing Board meeting. This agenda item is provided to permit the three (3) re-elected Board members to take the oath of office during the Board meeting.

Each re-elected Board member has selected family members to administer the oath to them at the meeting. Dr. Baker will be administered his oath of office by his wife Windy Baker. Ms. Cox Golder will be administered her oath of office by her grandchildren, Avery and Greyson Golder. Ms. Day will be administered her oath of office by her grandchildren, Drew Deneke and Abigail Deneke.

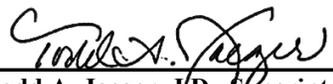
RECOMMENDATION:

Dr. Scott K. Baker, Ms. Vicki Cox Golder, and Ms. Deanna M. Day should state the loyalty oath of office required by A.R.S. §38-231, which may be administered by the person of their choosing.

INITIATED BY:


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

Date: January 4, 2021


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Nomination and Election of Governing Board President and Vice President**

BACKGROUND:

Arizona Revised Statute (“A.R.S.”) § 15-321 requires each school district governing board to hold an organizational meeting between January 1 and January 15 each year. Specifically, A.R.S. § 15-321(B) mandates that “the governing board shall elect from among the membership of the board a president” at that organizational meeting. The President presides over all meetings of the Amphitheater Governing Board, in accordance with Arizona law and District policies, and performs a number of other key duties on behalf of the Board.

In addition, A.R.S. § 15-321(D) requires school district governing boards to “prescribe rules for its own government.” The Governing Board of Amphitheater Public Schools has established the Amphitheater Policy Manual for this purpose. Policy BDA, entitled “Board Organizational Meeting” identifies the following specific procedures to be followed at the Board’s organizational meeting:

“The meeting shall be called to order by the President of the Board for the preceding year. If that person is not a member of the Board, a temporary president shall be elected and the meeting shall be called to order by the temporary president. The person calling the meeting to order shall preside until a successor is chosen.

The new President of the Board shall take office upon election. The Board shall then elect a Vice President. The Vice President shall take the place of the President in case of a temporary absence”.

This agenda item is provided to permit the Governing Board to satisfy the requirements of A.R.S. § 15-321 and Board Policy BDA by electing a President and Vice President from its members. The current President takes all nominations for the office of President first. Once the office of President is determined, the selected candidate should assume responsibility for chairing the remainder of the meeting and proceed with the election for Vice President.

Under Roberts Rules of Order, candidates can be identified through an “open nomination” process during which the Board President calls for nominations from the floor. Alternatively, Board members may move the nomination of a candidate, but this option requires both a second and a passing vote in order for the nominee to be placed on the slate of candidates.

Nominees may decline their nomination before voting occurs. When it appears that no further nominations are forthcoming, the President may close the floor to further nominations, or it may be closed upon a passing motion to do the same.

Once nominations are completed, Roberts Rules of Order identifies multiple options for conducting the election of officers. The most practicable options applicable to the election of Governing Board officers are described below. All votes must be public for compliance with the Arizona Open Meeting Laws. Any one of the alternative methods below may be used – determined either by the current Vice President or by motion (the latter

of which controls in the event of conflict). If a voting method is selected, the Vice President should explain how the matter will proceed prior to the vote being taken. Below is an explanation on Robert's Rules of Order for each available option for voting:

Acclamation. If there is only one nominee for an office, the chair of the meeting can simply declare the individual is elected, rather than taking a vote.

Voice or Other Voting. Absent election by acclamation, a vote of the Board on nominees is required by voice or roll call. Votes should occur in the order that candidates are nominated. Roberts provides that, unless a method of voting is selected upon motion, the chair will decide the method based upon the nature of the election, closeness of the expected vote, and the size of the group.

The chair announces the result of a vote formally, for the record. Until that announcement, Roberts permits any Board member to change their vote.

In the event of a tie between nominees, the chair may call for a new vote to determine the tie.

RECOMMENDATION:

The Administration recommends that the Board nominate and elect both a President and a Vice President, through the manner determined by the current President or the Board by motion.

INITIATED BY:



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

Date: January 4, 2021



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 12, 2021

TITLE: Superintendent's Report: Update on Pandemic Conditions

BACKGROUND:

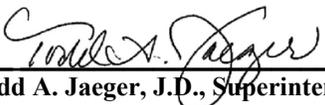
The Superintendent will be providing a review of recent and future activities in the District and community. The Superintendent will also review pandemic conditions and data and their impact on school operations.

RECOMMENDATION:

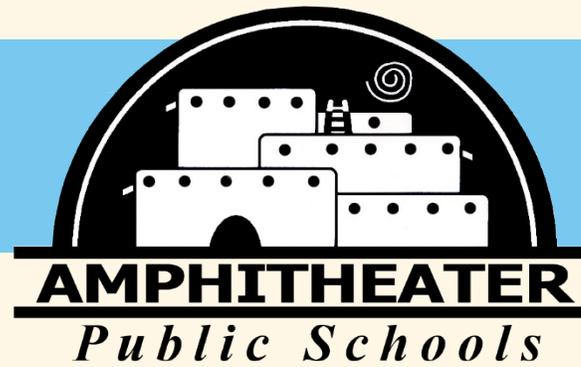
This item is presented for the Board's information.

INITIATED BY:

Date: January 8, 2021



Todd A. Jaeger, J.D., Superintendent



Superintendent's Report

Governing Board Meeting
January 12, 2021





From Our Schools



Just before break, a photographer from the Arizona Daily Star visited Mesa Verde Elementary to get some photos of students working very intently on gingerbread cookies.



From Our Schools



At Painted Sky Elementary, students exercised their imaginations to get into the holiday spirit a couple of days before the break. They used supplies in the Maker Space to build “gingerbread houses” out of just about everything, except gingerbread.

From Our Schools



Painted Sky Elementary School found a silver lining for remote school: Impromptu pet days! Kids brought their cats, dogs, snakes, fish and guinea pigs to class last week!



From Our Schools



Middle school students from Wilson, Coronado and Cross visited Ironwood Ridge and CDO this week to make a video to show 8th graders some of the Career and Technical Education courses they will be able to take in high school. Those include drafting, culinary, construction and auto classes.



Thank you



13



The Tucson Fire Department visited Rio Vista Elementary School last week to commission the school's playground fire engine. Thank you, TFD!



Thank you



14

Copper Creek parents got together to surprise Susan Latin, a teacher who knew she was going to miss her students when the District shifted back to remote learning last week. When Ms. Latin came into her classroom to log on to Zoom, she found her students' smiling faces greeting her – in cardboard cutout form. What a wonderful way to support our teachers during this time!



Amphi Cares

1 Million!



Our Food Service Department served their 1 millionth meal last week since we first shifted to remote learning in March. This level of service to our families has taken the creativity, dedication and hard work of hundreds of employees to accomplish.

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Families can currently pick up a week's worth of food, including breakfast, lunch, supper and snacks on Wednesdays at 14 locations in the District.



Reopening Update





Where do things stand now?

PCHD Indicator: Disease Data

	Criteria not met	Progress	Criteria met
Cases over two consecutive weeks (with complete reporting of cases)			
Percent Positivity			
COVID-19 like illness			

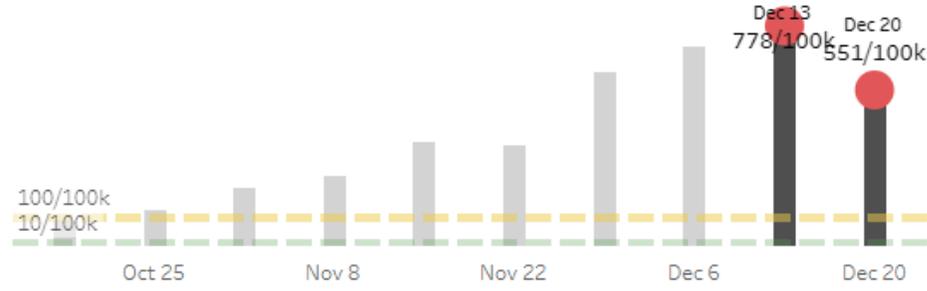




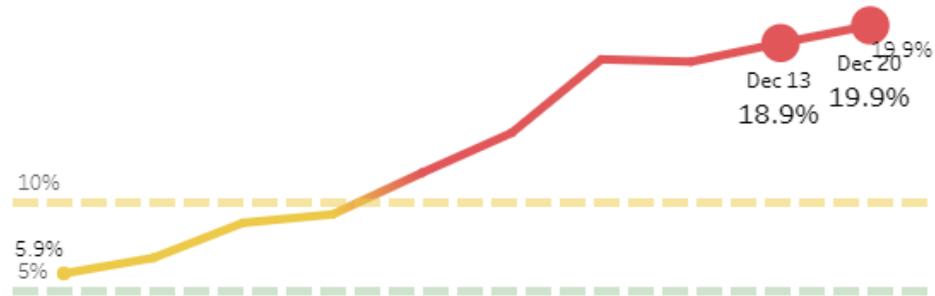
Showing data for **Pima County**
(Southeastern Region)

Recommended Delivery Model: **Virtual**

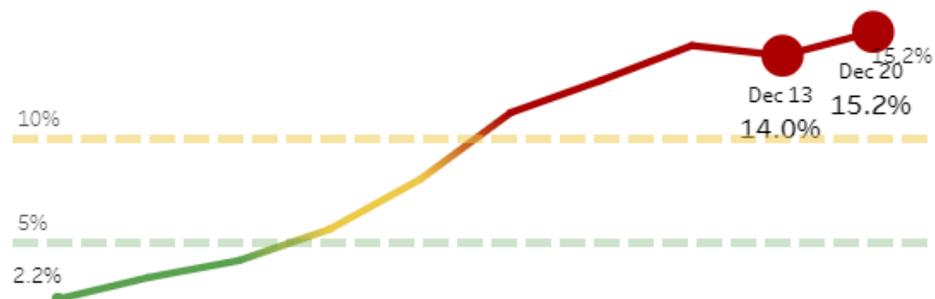
1) Cases per 100,000 individuals



2) Percent positivity



3) Hospital visits for COVID-like illnesses in the region





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

Criteria not met	Progress	Criteria met

19





Where do things stand now?

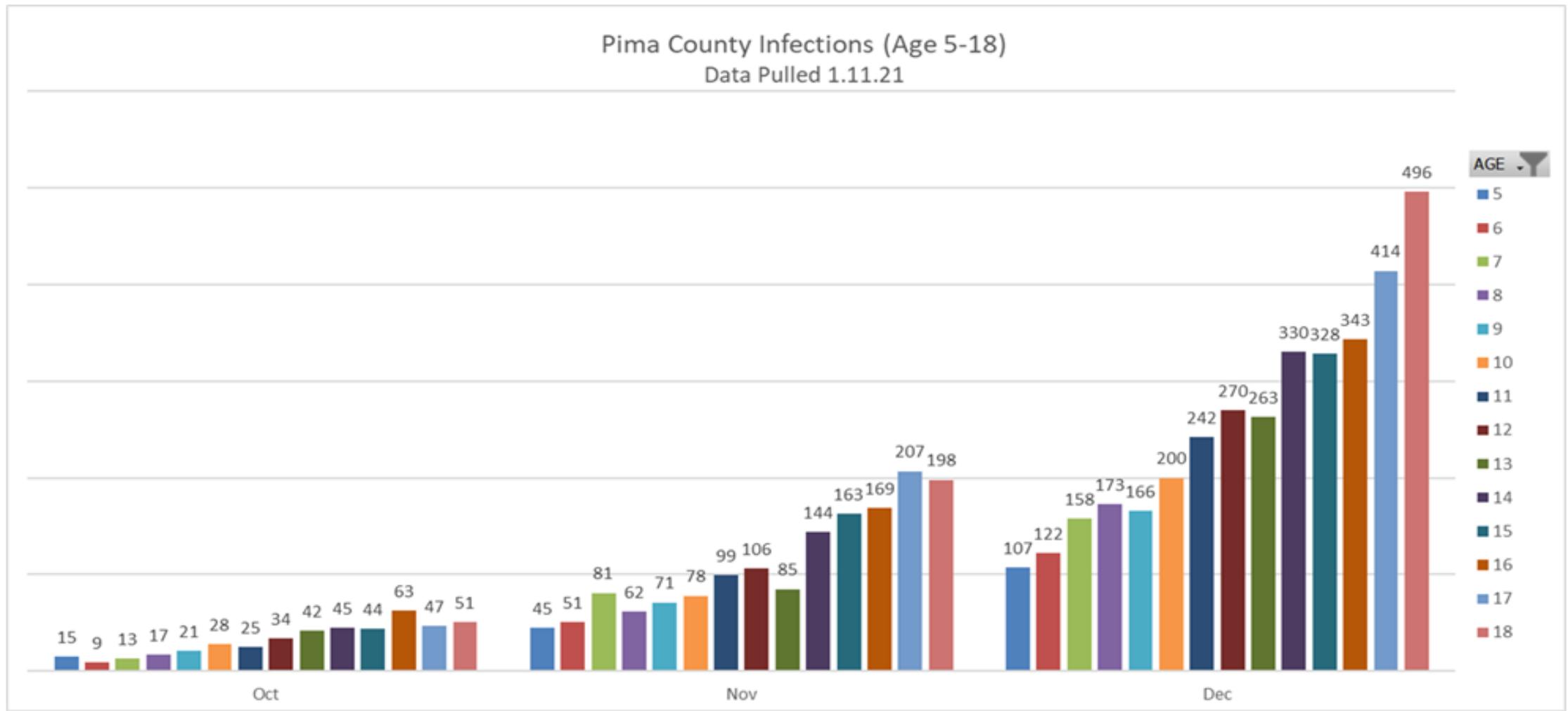
PCHD Indicator: Public Health Tracking and Prevention

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

20



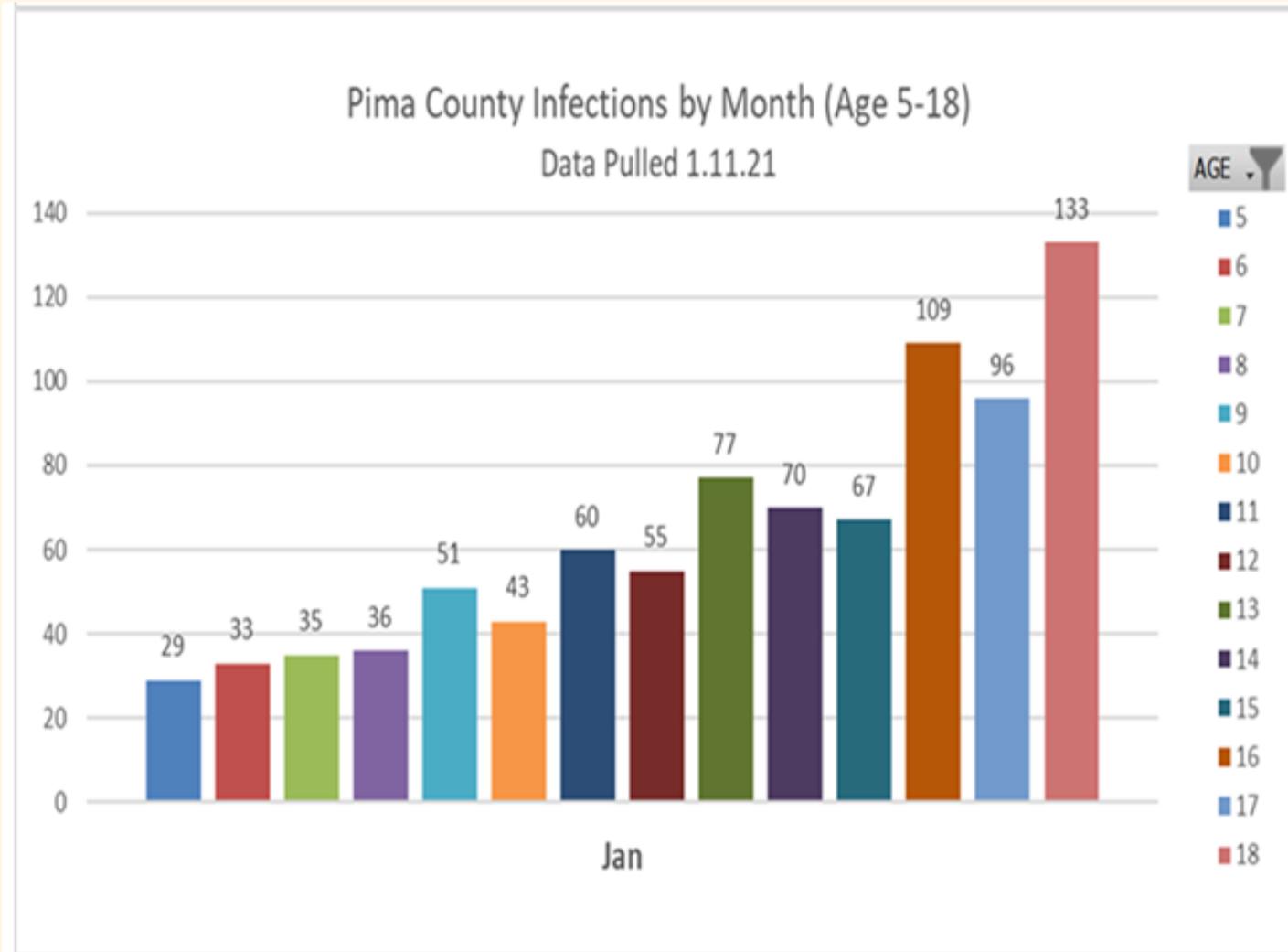
School COVID-19 Info per PCHD



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School COVID-19 Info per PCHD



Statewide School Guidance: Virtual*/Remote Model For ALL Counties

*Virtual - All students distance learning with onsite support services (azhealth.gov/schoolsCOVID19 -- 1/7/21)

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

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School Reopening: Target Date of 2/1/21 (In Hybrid Mode)





GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: January 12, 2021

TITLE: Approval of Appointment of Non-Administrative Personnel

BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of January 11, 2021.

RECOMMENDATION:

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

INITIATED BY:

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

Date: January 11, 2021

Todd A. Jaeger, J.D., Superintendent

1/12/2021

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Bose	Emma	Teacher - Mathematics	CT	Ironwood Ridge High	CTT-BA	0 years	Replacement	Mr. Munger	
Lima	Natalie	Teacher - English	CT	CDO High School	CTT-MA	0 years	Replacement	Ms. Bulleigh	
Philpot	Carolyn	Teacher - Grade 1	CT	Amphi Academy Online	CTT-BA	8 years	Replacement	Ms. Biallas-Odell	
Smith	Raymond	Teacher - Software and App Design	CT	Amphi High School	CTT-BA+	0 years	Replacement	Mr. Malis	
Bearley	William	Custodian I	CL	Harelson Elementary	D	N/A	Replacement	Mr. Weaver	
Bell	Chandra	Bus Driver Trainee	CL	Transportation	A	N/A	New	Ms. Frye-George	
Corral	Rosa	Food Service Attendant I	CL	Keeling Elementary	A	N/A	Replacement	Ms. Cribbs	
Hegi	Brittany	Special Education Teaching Assistan	CL	Donaldson Elementary	E	N/A	Replacement	Ms. Letts	
Holmes	Marcella	Campus Monitor	CL	Wilson K-8 School	A	N/A	Replacement	Ms. Sullivan	
Hughes Borquez	Amber	Special Education Teaching Assistan	CL	Ironwood Ridge High	E	N/A	New	Mr. Munger	
Kernohan	Kimberly	Bookkeeper II	CL	Wetmore Center	H	5 years	Replacement	Mr. Wadhams	
Larsen	Brandi	Food Service Attendant I	CL	Coronado K-8 School	A	N/A	Replacement	Ms. Cribbs	
Martinez	Noyra	Custodian I	CL	CDO High School	D	N/A	Replacement	Ms. Bulleigh	27
Nau	Camille	Library Assistant	CL	Donaldson Elementary	F	N/A	Replacement	Ms. Letts	
Nieporte	Lindsey	Bookkeeper I	CL	Ironwood Ridge High	E	N/A	Replacement	Mr. Munger	
Proulx	Donald	Security Officer	CL	Amphi High School	D	N/A	Replacement	Mr. Malis	
Ruelas	Kaitlyn	Library Assistant	CL	Nash Elementary	F	0 years	Replacement	Mr. Hehli	
Sanchez	Ramon	Maintenance Technician II	CL	Facilities Support	J	5+ years	Replacement	Mr. Gill	
Sorenson	Rhiannon	School Health Assistant	CL	CDO High School	C	N/A	Replacement	Ms. Bulleigh	
Stern	David	Groundskeeper I	CL	Facilities Support	D	N/A	Rehire	Mr. Spivey	
Watson	Amy	Reading Room Assistant	CL	Painted Sky Elementary	E	N/A	Rehire	Ms. Papajohn	
Unterreiner	Courtney	GEAR UP Academic Tutor - Classifie	ADCL	Amphi High School	MIN	N/A	New	Mr. Malis	

* Addendum New Rehire Replacement Rescind	2019-2020 School Year Former employee or new hire receiving extra-curricular position New hire filling a newly created position Former employee returning to a position in the district New hire filling a vacated position Declined position after appointment	HSP High School Principal MSP Middle School Principal ESP Elementary School Principal HSA High School Assistant Principal MSA Assistant Middle School Principal ESA Elementary Assistant Principal SAS Support Administrator	ADCT ADCL ADACS ADDM CT-AD CT CL-AD CL PR ASW	Addendum Certified Addendum Classified Addendum Amphi Community Schools Addendum Only Certified Administrative Certified Classified Administrative Classified Professional Student Worker
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01/12/2021
 GOVERNING BOARD MEETING
 APPOINTMENTS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Alexander	Casey		CT		11/20/2020	
DeSmet	Diane		CT		12/04/2020	
Gonzalez Garcia	Leticia		CT		12/03/2020	
Kirksey	Mason		CT		12/15/2020	
McNeill	Donald		CT		12/03/2020	

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Bearley	William		CL		11/20/2020	
Cao	Ying		CL		12/17/2020	
Pruitt	Michelle		CL		12/01/2020	
Sheber	Drake		CL		11/30/2020	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: January 12, 2021

TITLE: Approval of Personnel Changes

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of January 11, 2021.

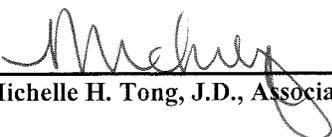
The following job descriptions are being presented for approval:

- Certified Tutor - ACHIEVE
- Enrichment Tutor - ACHIEVE

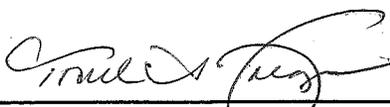
RECOMMENDATION:

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

INITIATED BY:


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

Date: January 11, 2021


Todd A. Jaeger, J.D., Superintendent

1/12/2021

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Daigle	Joyce	Site Program Coordinator	CT-PR	Keeling Elementary	Correction			\$8,443.22
Faniel	Kia	Teacher - American Sign Language	CT-301	Ironwood Ridge High	301 Payment			\$600.00
Grimes	Elizabeth	Teacher - Anthropology	CT-301	CDO High School	301 Payment			\$600.00
Bonar	Ann Marie	Teacher - Generalist	CT	CDO High School	Decrease FTE		N/A	0.2 FTE
Bonar	Ann Marie	Teacher - Generalist	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Bravard	Tabitha	Teacher - English	CT	CDO High School	Reassignment	CTT-MA	N/A	Effective: 12/17/2020
Petry	Carolyn	Teacher - Grade 1	CT	Amphi Academy Online	Decrease FTE		N/A	
Santoyo	Michelle	Teacher - Special Education Resc	CT	Copper Creek Elementary	Reassignment	CTT-BA+	N/A	Effective: 12/4/2020
Spencer	Dawna	Teacher - Special Education ED-F	CT	Mesa Verde Elementary	Promotion	CTT-BA	0 years	
Watson	Diedre	Teacher - Language Arts	CT	Amphi Academy Online	Increase FTE		N/A	0.1667 FTE
Watson	Diedre	Teacher - Language Arts	CT	Amphi Middle School	Decrease FTE		N/A	0.1667 FTE
West	Sara	Teacher - Social Studies	CT	Amphi Academy Online	Transfer		N/A	
Wise	Sokha	Teacher - General Science	CT	Amphi Middle School	Decrease FTE		N/A	0.1667 FTE
Wise	Sokha	Teacher - General Science	CT	Amphi Academy Online	Increase FTE		N/A	0.1667 FTE
Bravard	Tabitha	Instructional Aide - Classroom	CL	CDO High School	Reassignment	E	N/A	Effective: 12/7/2020
Bronson	Cheryl	Instructional Aide - Classroom	CL	Prince Elementary	Transfer	B	N/A	
Caso	Brooke	Student Services Coordinator Ass	CL	Wetmore Center	Transfer	D	N/A	
Confrey	Jordan	Library Assistant	CL	Hareison Elementary	Transfer	F	N/A	
Farmer	Savannah	Food Service Attendant III - Lead	CL	Walker Elementary	Promotion	H	+\$0.98	
Graham	Mary Kaye	Elementary School Health Aide	CL	Prince Elementary	Promotion	F	+0.49	

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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
Keefe	Sandra	Budget Technician	CL	Wetmore Center	Promotion	L	+\$2.49	
Moody	Jeff	Food Service Attendant I	CL	Amphi High School	Increase FTE		N/A	
Oakes	Heather	Registrar - High School	CL	Amphi High School	Promotion	F	+\$0.48	
Pirrone	Rachel	Special Education Teaching Assis	CL	Donaldson Elementary	Decrease FTE		N/A	
Rhoads	Alyssa	Campus Monitor	CL	Prince Elementary	Transfer	A	N/A	
Rhoads	Alyssa	Instructional Aide - Classroom	CL	Prince Elementary	Transfer	B	N/A	
Sandate	Christina	School Administrative Assistant	CL	La Cima Middle School	Promotion	H	+\$1.04	
Santoyo	Michelle	Special Education Teaching Assis	CL	Copper Creek Elementary	Reassignment	E	N/A	Effective: 11/16/2020
Taylor	Miriah	Custodian I	CL	Coronado K-8 School	Increase FTE		N/A	
Alvarez	Loretta	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Balachandran	Devahi	ADDN - GEAR UP Academic Tutr	ADCT	Amphi High School	Addendum			\$30.00 per hour
Basye	Jody	ADDN - Associate Coach - Winter	ADCT	Ironwood Ridge High	Addendum			\$1,000.00
Burgin	Samantha	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Garbera	Shawn	ADDN - Extra Hours	ADCT	Wetmore Center	Added Duty			\$25.58 per hour
Gerard	Michelle	ADDN - Associate Coach - Spring	ADCT	CDO High School	Addendum			\$1,000.00
Gowen	Jean	Teacher - Culinary Arts	ADCT	Ironwood Ridge High	Added Duty			\$9,022.99
Jorgensen	Pamela	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
King	Nicole	ADDN - Certified Tutor	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Lise	Ronald	Coach - Basketball Assistant HS	ADCT	Amphi High School	Addendum			\$2,400.00
Murrell	Marley	ADDN - GEAR UP Academic Tutr	ADCT	Amphi High School	Addendum			\$30.00 per hour
Pincus	Mark	Teacher - Chemistry	ADCT	Ironwood Ridge High	Added Duty			\$7,673.44
Porter	Ronald	Teacher - Special Education Resc	ADCT	CDO High School	Added Duty			\$9,308.28

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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
Rose	Stileda	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Rosson	Karen	ADDN - GEAR UP Academic Tutor	ADCT	Amphi High School	Addendum		\$30.00 per hour	
Willis	John	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Willis	Maria	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Cano	Maria	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.20 per hour	
Castro Figueroa	Maria	ADDN - Extra Hours	ADCL	La Cima Middle School	Added Duty		\$14.50 per hour	
Estrada	Ricardo	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$12.24 per hour	
Jimenez	Raul	ADDN - Extra Curric. Activ. Direct	ADCL	CDO High School	Addendum		\$2,850.00	
Medina	Hubert	Special Events Worker	ADCL	Amphi High School	Addendum		\$12.00 per hour	
Sevinsky	Nicole	Coach - Spiritleading Assistant W	ADCL	CDO High School	Addendum		\$2,250.00	
Wadhams	Karen	Coach - Spiritleading Head Winter	ADCL	CDO High School	Addendum		\$2,450.00	

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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		

Addendum - Certified
-\$30.00/hour
December 2020

CERTIFIED TUTOR - ACHIEVE

QUALIFICATIONS

A. REQUIRED

- Valid Arizona teaching certificate
- Knowledgeable in the following software programs: Tyler, iVisions, Microsoft Office, and virtual platforms such as Google Classroom and Zoom
- Ability to work remotely at times
- Ability to work before and after school hours to support students

B. DESIRED

- Appropriately certified to teach Literacy and/or Math
- Experience as an online or blended learning teacher
- Demonstrated advanced ability to monitor instruction through the use of technology
- Experience using a Learning Management System (LMS)
- Experience with multimedia programs
- Experience with current emerging social networking tools
- Advanced coursework in online instruction, educational technology or similar field

Reports to: Site Principal and/or Site Program Coordinator

ESSENTIAL FUNCTIONS

- Understands and monitors students' progress toward meeting the Common Core State Standards
- Monitors students' academic progress and communicates with students and parents
- Recruits students to attend instructional sessions as needed based on grades, test scores, and/or home room teacher's recommendations
- Provides additional instruction to identified students
- Utilizes "best practices" for instruction and building social emotional skills
- Utilizes and implements physical classroom management techniques to maintain organization, orderliness, student safety, and a productive learning environment
- Utilizes positive reinforcement to maximize desired behavior and educational outcomes
- Plans instruction to achieve specific objectives based upon student need and established curriculum
- Implements instructional techniques in the physical classroom to encourage and motivate students
- Communicates with Site Program Coordinators on a regular basis (via

- telephone, computer, and in-person) to develop and update lesson plans
- Works to facilitate effective transitions between ACHIEVE classes
 - Support the instructional program with asynchronous web conferencing sessions, as necessary
 - Notifies Site Program Coordinator of any special needs of students
 - May monitor the activities of an Instructional Aide and/or classroom volunteers
 - Requests classroom supplies and/or instructional materials
 - Plans, organizes and displays classroom materials, space and time appropriate to curricular activities
 - Displays daily objectives for students
 - May need to work remotely at times; and before and/or after school hours to support students
 - Exhibits patience, courtesy and tact when dealing with others
 - Performs other duties as assigned

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to analyze, interpret and solve problems
- Ability to effectively communicate individually and in group settings; both oral and written
- Ability to prioritize and handle multiple tasks simultaneously
- Ability to establish positive and productive relationships on multiple levels
- Ability to see, hear and speak at normal range, with or without reasonable accommodations
- Ability to be flexible
- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to reach, stoop, bend, kneel, lift and carry up to 20 pounds
- Ability to operate digital office equipment

Addendum Certified
-\$25.00/hour
December 2020

ENRICHMENT TUTOR - ACHIEVE

QUALIFICATIONS

A. REQUIRED

- Valid Arizona non-teaching certificate
- Knowledgeable in the following software programs: Tyler, iVisions, Microsoft Office, and virtual platforms such as Google Classroom and Zoom

B. DESIRED

- Experience as an online or blended learning teacher
- Demonstrated advanced ability to monitor instruction through the use of technology
- Experience using a Learning Management System (LMS)
- Experience with multimedia programs
- Experience with current emerging social networking tools
- Advanced coursework in online instruction, educational technology or similar field

Reports to: Site Principal and/or Site Program Coordinator

ESSENTIAL FUNCTIONS

- Understands and monitors students' progress toward academic growth and or social emotional development
- Monitors students' progress and communicates with students and parents
- Recruits students to attend enrichment sessions as needed based on grades, test scores, home room teacher's recommendations, and/or social emotional development needs
- Provides additional instruction to identified students
- Utilizes "best practices" for instruction and building social emotional skills
- Utilizes and implements physical classroom management techniques to maintain organization, orderliness, student safety, and a productive learning environment
- Utilizes positive reinforcement to maximize desired behavior, educational growth and social emotional development skills
- Plans instruction to achieve specific objectives based upon student needs
- Implements instructional techniques in the physical classroom to encourage and motivate students
- Communicates with Site Program Coordinators on a regular basis (via telephone, computer, and in-person) to develop and update lesson plans
- Works to facilitate effective transitions between ACHIEVE classes
- Support the instructional program with asynchronous web conferencing sessions, as necessary
- Notifies Site Program Coordinator of any special needs of students

- May monitor the activities of an Instructional Aide and/or classroom volunteers
- Requests classroom supplies and/or instructional materials
- Plans, organizes and displays classroom materials, space and time appropriate to program activities
- Displays daily objectives for students
- May need to work remotely at times; and before and/or after school hours to support students
- Exhibits patience, courtesy and tact when dealing with others
- Performs other duties as assigned

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to analyze, interpret and solve problems
- Ability to effectively communicate individually and in group settings; both oral and written
- Ability to prioritize and handle multiple tasks simultaneously
- Ability to establish positive and productive relationships on multiple levels
- Ability to see, hear and speak at normal range, with or without reasonable accommodations
- Ability to be flexible
- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to reach, stoop, bend, kneel, lift and carry up to 20 pounds
- Ability to operate digital office equipment



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: January 12, 2021

TITLE: Approval of Leave(s) of Absence

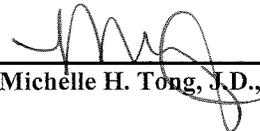
BACKGROUND:

Leave(s) of absence will be presented herein and are current as of January 4, 2021.

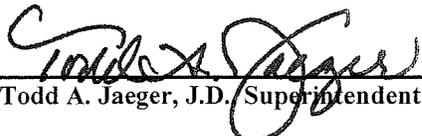
RECOMMENDATION:

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

INITIATED BY:


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

Date: January 4, 2021


Todd A. Jaeger, J.D. Superintendent

1/12/2021

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Amonson	Terri	Assistant Principal	CT-AD	Ironwood Ridge High	11/24/2020	Start date
Alvarez	Luisana	Teacher - Special Education Resou	CT	Amphi Middle School	04/26/2021	Start date
Merendo	Erin	Teacher - Special Education Resou	CT	Ironwood Ridge High	11/30/2020	Return date
Roodvoets	Jessica	Librarian	CT	Cross Middle School	01/04/2021	Start date
Shugert	Carmen	Teacher - Mathematics	CT	Ironwood Ridge High	11/30/2020	Return date
Shugert	Carmen	Teacher - Mathematics	CT	Ironwood Ridge High	10/29/2020	Start date
Tarter	Kari	Teacher - ED (SPED) Classroom	CT	Rio Vista Elementary	11/20/2020	Start date
Bustamante Coroi	Sobeida	Custodian I	CL	Copper Creek Elementary	12/08/2020	Start date
Deconcini	Nina	Special Education Teaching Assist	CL	Rillito Center	12/02/2020	Start date
Deconcini	Nina	Special Education Teaching Assist	CL	Rillito Center	12/10/2020	Return date
Douglas	Stacey	Library Assistant	CL	Copper Creek Elementary	11/30/2020	Start date
Elish	Debra	Bookkeeper II	CL	Wetmore Center	12/01/2020	Return date
Macias	Sulma	Bus Driver	CL	Transportation	11/23/2020	Start date
Mendibles	Sherrilee	Transportation Attendant	CL	Transportation	12/15/2020	Return date
Ricana	Alfreda	Library Clerk	CL	Amphi Middle School	12/01/2020	Return date
Rodas	Irma	Clerk II	CL	Nash Elementary	11/30/2020	Start date
Scott	Kallie	Food Service Attendant I	CL	Amphi High School	11/03/2020	Start 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

DATE OF MEETING: January 12, 2021

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of January 11, 2021.

RECOMMENDATION:

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

INITIATED BY:

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

Date: January 11, 2021

Todd A. Jaeger, J.D., Superintendent

1/12/2021

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Chambers	Rebecca	Teacher - Chemistry	CT	Ironwood Ridge High	05/21/2021	Retirement	
Heller	Danita	Teacher - Chemistry	CT	Ironwood Ridge High	10/02/2020	Correction	Reason: Resignation
Peru	Rachel	Teacher - Language Arts	CT	Cross Middle School	01/08/2021	Breach of Contract	
Frost	Steven	Manager of Technical Support	CL-PR	Wetmore Center	06/30/2021	Retirement	
Clerc	Kathy	Student Services Coordinator	CL	Wetmore Center	01/08/2021	Resignation	
Cox	Debra	Bus Driver Trainee	CL	Transportation	12/07/2020	Resignation	
Derfus	Brandon	Campus Monitor	CL	Wilson K-8 School	12/14/2020	Resignation	
Grimes	Robert	Bus Driver	CL	Transportation	12/14/2020	Retirement	
Hernandez	Alicia	Elementary School Health Aide	CL	Prince Elementary	12/08/2020	Resignation	
Lusania Lopez	Nohemi	Food Service Attendant I	CL	Amphi High School	12/17/2020	Resignation	
Mason	Kristin	Instructional Aide - Classroom	CL	Prince Elementary	12/11/2020	Resignation	
Mason	Kristin	Campus Monitor	CL	Prince Elementary	12/11/2020	Resignation	
McVay	Lindsay	Special Education Teaching	CL	Holaway Elementary	12/17/2020	Resignation	40
Montoya	Antonio	Trades Apprentice	CL	Facilities Support	01/08/2021	Resignation	
Moss	Aimee	Library Assistant	CL	Donaldson Elementary	01/08/2021	Correction	Effective Date
Yanes	Maureen	Clerk II	CL	Coronado K-8 School	12/18/2020	Resignation	
Zavala	Olivia	Food Service Attendant I	CL	Amphi Middle School	01/08/2021	Resignation	

*	2019-2020 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: January 12, 2021

TITLE: Approval of Stipend for Coaching Volunteers

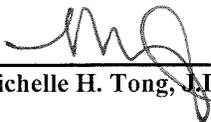
BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of January 4, 2021.

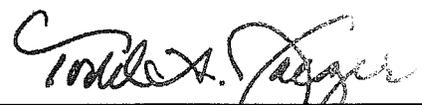
RECOMMENDATION:

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

INITIATED BY:


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

Date: January 4, 2021


Todd A. Jaeger, J.D. Superintendent

1/12/2021

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Canez	Ernesto	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$1,792.00
Hitchye	Jordan	Coach - Basketball Assistant HS	CDO High School	Stipend	\$1,600.00
McCright	Kira	ADDN - Associate Coach - Winter	CDO High School	Stipend	\$1,000.00
Partridge	Weslyn	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Renteria	David	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Sams	Kimberly	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00

* 2019-2020 School Year



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

DATE OF MEETING: January 12, 2021

TITLE: Approval to Increase Rate of Pay for Affected Employees to the New Arizona Minimum Wage Amount That Became Effective January 1, 2021

BACKGROUND:

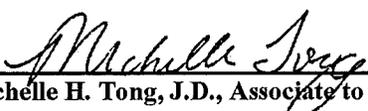
In accordance with A.R.S. §23-363(B), the Industrial Commission of Arizona has adopted a resolution increasing the minimum wage from \$12.00 to \$12.15 effective January 1, 2021.

To continue to comply with the law, the minimum starting rates of pay levels A through F of the Classified/Support salary schedule will be increased to \$12.15 per hour. Employees, including student workers, paid below \$12.15 per hour on their respective levels will need to be increased to the new minimum. In addition, future support staff hires and current substitutes will be subject to these provisions.

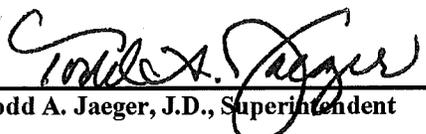
RECOMMENDATION:

The administration recommends that the revised Support Staff/Classified salary schedule be approved and employees currently paid below \$12.15 per hour be increased to the new State minimum wage on January 1, 2021.

INITIATED BY:


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

Date: January 4, 2021


Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS				
FY21 SUPPORT STAFF/CLASSIFIED PLACEMENT SCHEDULE				
LEVEL A		MINIMUM		MAXIMUM*
Bus Driver Trainee		12.15		15.54
Campus Monitor				
Clerk I				
Crossing Guard				
FS Attendant I				
Instructional Aide-Preschool				
Preschool Aide/Caregiver				
LEVEL B		MINIMUM		MAXIMUM*
Asst. To Audiologist		12.15		16.04
Clerk-Typist I				
Cook I				
FS Attendant II				
Instructional Aide - Building				
Instructional Aide - Classroom				
Transportation Attendant				
LEVEL C		MINIMUM		MAXIMUM*
Bookstore Clerk		12.15		16.98
Clerk II				
Cook II				
Library Clerk				
School Health Assistant				
Student/Family Advocate				
LEVEL D		MINIMUM		MAXIMUM*
Attendance Clerk		12.15		18.31
Behavioral Intervention Monitor				
Bilingual Clerk				
Bilingual Inst Assistant				
Comp Copy Mach Operator				
Custodian I				
Food Service Courier				
Groundskeeper I				
HR Customer Service Rep.				
Library Media Tech I				
Mail/Courier Service Provider				
Native American Tutor/Advisor				
Registrar - Middle School				
Security Officer				
Shipping/Receiving Clerk				
Student Services Coord Asst I				
Trades Apprentice				
Translator/Interpreter				

AMPHITHEATER PUBLIC SCHOOLS			
FY21 SUPPORT STAFF/CLASSIFIED PLACEMENT SCHEDULE			
LEVEL E	MINIMUM	MAXIMUM*	
Bilingual Community Liaison	12.15	18.88	
Bookkeeper I			
Computer Systems Operator			
High School Athletic Secretary			
Instructional Technology Specialist			
Nutrition and Wellness Secretary			
Preschool Teaching Assistant			
Reading Room Assistant			
Secretary I			
Security Specialist			
Special Ed Teaching Assistant			
Student Services Coordinator Assistant II			
Vocational Agriscience Assistant			
LEVEL F	MINIMUM	MAXIMUM*	
District Athletic Equip Coord	12.15	19.70	
Ed Asst To Elem Principal			
Elem School Health Aide			
Fringe Benefit Assistant			
GEAR UP Assistant			
Graphics & Printing Lead			
Library Assistant			
Parent Educator			
Registrar - High School			
Secretary II			
Transportation Scheduler			
LEVEL G	MINIMUM	MAXIMUM*	
Automotive Parts Coordinator	12.59	20.59	
Bilingual Office Asstistant			
Cook III			
Custodian II			
Groundskeeper II			
Human Resources Data Tech			
Instr'l Spec -Land Lab/Agri			
Inventory Control Clerk			
Maintenance Supply Coord			
Preschool Instruct Spec			
Secretary III			
Student Records Mgmt Spec			

AMPHITHEATER PUBLIC SCHOOLS			
FY21 SUPPORT STAFF/CLASSIFIED PLACEMENT SCHEDULE			
LEVEL H		MINIMUM	MAXIMUM*
Bookkeeper II		13.13	21.40
CTE Data Specialist			
Custodian III			
FS Attendant III - Lead			
Food Service Bookkeeper			
Lead Groundskeeper I			
Parent Educator Coord			
Procurement Specialist			
School Admin Assistant			
Spec.Ed. Records Spec.			
Sped Teaching Asst for HI			
Transportation Dispatcher			
LEVEL I		MINIMUM	MAXIMUM*
Benefits Specialist		13.68	22.28
Community Technology Support Specialist			
Human Resource Specialist			
Payroll Specialist I			
Routing Coord - Trans			
LEVEL J		MINIMUM	MAXIMUM*
Admin Computer Specialist		14.12	23.09
Administrative Asst I			
Auto Mechanic I			
Bus Driver			
Facilities Technician			
FS Supervisor			
Irrigation Systems Mech.			
Maintenance Technician II			
Manager-Bookstore			
Painter III			
Preventative Maintenance Tec II			
Refrigeration Mechanic II			
Speech/Lang Pathology Asst			
Trans Driver Trainer/Relief			
LEVEL K		MINIMUM	MAXIMUM*
Auto Mechanic II		14.70	24.01
Auto Mechanic Lead			
Computer Repair Tech.			
District Substitute Coord			
Grounds Equip. Mechanic			
Journeyman Carpenter			
Journeyman Plumber			
JTED Computer Repair Tech	46		
Locksmith			

AMPHITHEATER PUBLIC SCHOOLS			
FY21 SUPPORT STAFF/CLASSIFIED PLACEMENT SCHEDULE			
LEVEL L		MINIMUM	MAXIMUM*
Budget Tech		15.61	25.52
Certification & Training Specialist			
Chief Mechanic - Garage			
HRIS Support Analyst			
Lead Facilities Tech.			
Lead Irrig. Systems Mech.			
Lead Journeyman Carpenter			
Lead Journeyman Plumber			
Payroll Specialist - Lead			
Records & Qualif. Spec.			
LEVEL M		MINIMUM	MAXIMUM*
Administrative Asst II		16.50	27.15
Administrative Asst II - Int Ops			
Administrative Asst II - Legal			
College Adviser			
Trans Train & Safety Coord			
LEVEL N		MINIMUM	MAXIMUM*
Building Automation Tech		17.76	29.25
Comp Ntwk System Installer			
Electronic Technician			
Journeyman Electrician			
Refrigeration Mech. III			
LEVEL O		MINIMUM	MAXIMUM*
Accountant		19.38	32.73
Cert.Occup.Therapy Asst.			
Lead Journeyman Electrician			
Lead Refrig. Mechanic III			
Web & Digital Media Spec			
LEVEL P		MINIMUM	MAXIMUM*
Homeless Education Liaison		21.31	35.01
Exec. Asst. to the Supt. & Board			
Additional compensation may be given for years of experience.			
Pay rates include override retention funding previously itemized separately on the salary schedule and are subject to reduction if the override expires.			
*This pay rate represents maximum earning potential in this classification.			
			1/1/2021

1/12/2021

**GOVERNING BOARD MEETING
Minimum Wage Increase - Effective: 01/01/2021**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	AMOUNT
Alcaraz	Gabriel	Groundskeeper I	CL	Facilities Support	Minimum Wage Increase	D	\$12.15 per hour
Allen	M	Elementary School Health Aide	CL	Harelson Elementary	Minimum Wage Increase	F	\$12.15 per hour
Alvarado	Cindy	Special Education Teaching Assistant	CL	Keeling Elementary	Minimum Wage Increase	E	\$12.15 per hour
Alvarez	Michael	Groundskeeper I	CL	Facilities Support	Minimum Wage Increase	D	\$12.15 per hour
Arredondo	Raquel	Special Education Teaching Assistant	CL	Amphi High School	Minimum Wage Increase	E	\$12.15 per hour
Atondo- Ballesteros	Perla	Bilingual Community Liaison	CL	La Cima Middle School	Minimum Wage Increase	E	\$12.15 per hour
Badr	Carolyn	Custodian I	CL	Innovation Academy	Minimum Wage Increase	D	\$12.15 per hour
Ball	Kori	Behavioral Intervention Monitor	CL	Mesa Verde Elementary	Minimum Wage Increase	D	\$12.15 per hour
Barrera	Laura	Food Service Attendant I	CL	CDO High School	Minimum Wage Increase	A	\$12.15 per hour
Bell	Chandra	Bus Driver Trainee	CL	Transportation	Minimum Wage Increase	A	\$12.15 per hour
Benedum	Kimberly	Student Services Coordinator Assistant I	CL	Wetmore Center	Minimum Wage Increase	D	\$12.15 per hour
Berry Rooney	Anastasia	Special Education Teaching Assistant	CL	Copper Creek Elementary	Minimum Wage Increase	E	\$12.15 per hour
Blevins	Robin	Vocational Agriscience Assistant	CL	Amphi High School	Minimum Wage Increase	E	\$12.15 per hour
Born	Alicia	Behavioral Intervention Monitor	CL	Coronado K-8 School	Minimum Wage Increase	D	\$12.15 per hour
Brown	Dakota	Custodian I	CL	Wilson K-8 School	Minimum Wage Increase	D	\$12.15 per hour
Brown	Kerri	Special Education Teaching Assistant	CL	La Cima Middle School	Minimum Wage Increase	E	\$12.15 per hour
Bustamente Lares	Julisa	Food Service Attendant I	CL	Amphi Middle School	Minimum Wage Increase	A	\$12.15 per hour
Carless	Julie	Special Education Teaching Assistant	CL	Mesa Verde Elementary	Minimum Wage Increase	E	\$12.15 per hour
Carozzoni	Kelly	Secretary I	CL	CDO High School	Minimum Wage Increase	E	\$12.15 per hour
Carreon	Ricardo	Food Service Attendant I	CL	Painted Sky Elementary	Minimum Wage Increase	A	\$12.15 per hour
Cervantes Cortez	Jorge	Elementary School Health Aide	CL	Rio Vista Elementary	Minimum Wage Increase	F	\$12.15 per hour
Corral	Rosa	Food Service Attendant I	CL	Keeling Elementary	Minimum Wage Increase	A	\$12.15 per hour
Cristo	Jocelyn	Custodian I	CL	CDO High School	Minimum Wage Increase	D	\$12.15 per hour
Daigle	Seleste	Campus Monitor	CL	Keeling Elementary	Minimum Wage Increase	A	\$12.15 per hour
Daigle	Seleste	Instructional Technology Specialist	CL	Keeling Elementary	Minimum Wage Increase	E	\$12.15 per hour
Davis	Wendy	Campus Monitor	CL	Painted Sky Elementary	Minimum Wage Increase	A	\$12.15 per hour
Dowell	Jessica	Special Education Teaching Assistant	CL	Mesa Verde Elementary	Minimum Wage Increase	E	\$12.15 per hour
Eldridge	Annabel	Student Services Coordinator Assistant I	CL	Wetmore Center	Minimum Wage Increase	D	\$12.15 per hour
Ellersick	Stephanie	Clerk II	CL	Innovation Academy	Minimum Wage Increase	C	\$12.15 per hour

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CL Classified

GOVERNING BOARD MEETING
Minimum Wage Increase - Effective: 01/01/2021

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	AMOUNT
Ellersick	Stephanie	Instructional Technology Specialist	CL	Innovation Academy	Minimum Wage Increase	E	\$12.15 per hour
Escamilla De Gomez	Amalia	Custodian I	CL	Amphi Middle School	Minimum Wage Increase	D	\$12.15 per hour
Escamilla De Gomez	Amalia	Custodian I	CL	Prince Elementary	Minimum Wage Increase	D	\$12.15 per hour
Estrella	Elinora	Campus Monitor	CL	Rio Vista Elementary	Minimum Wage Increase	A	\$12.15 per hour
Flores	Mallory	Special Education Teaching Assistant	CL	Mesa Verde Elementary	Minimum Wage Increase	E	\$12.15 per hour
Folk	Corinne	Fringe Benefit Assistant	CL	Wetmore Center	Minimum Wage Increase	F	\$12.15 per hour
Funk	Emily	Special Education Teaching Assistant	CL	Painted Sky Elementary	Minimum Wage Increase	E	\$12.15 per hour
Garcia	Brenda	Secretary I	CL	CDO High School	Minimum Wage Increase	E	\$12.15 per hour
Garcia Felix	Carlos	Computer Systems Operator	CL	Amphi High School	Minimum Wage Increase	E	\$12.15 per hour
Gee	Cortney	Special Education Teaching Assistant	CL	La Cima Middle School	Minimum Wage Increase	E	\$12.15 per hour
Gonzalez	Jose	Groundskeeper I	CL	Facilities Support	Minimum Wage Increase	D	\$12.15 per hour
Gorden	Gloria	Custodian I	CL	Wilson K-8 School	Minimum Wage Increase	D	\$12.15 per hour
Grammer	Lindsey	Food Service Attendant I	CL	Painted Sky Elementary	Minimum Wage Increase	A	\$12.15 per hour
Gundy	Christopher	Instructional Technology Specialist	CL	Rio Vista Elementary	Minimum Wage Increase	E	\$12.15 per hour
Hagin	Lea	School Health Assistant	CL	Coronado K-8 School	Minimum Wage Increase	C	\$12.15 per hour
Hakes	Jacquelen	Special Education Teaching Assistant	CL	Holaway Elementary	Minimum Wage Increase	E	\$12.15 per hour
Hegi	Brittany	Special Education Teaching Assistant	CL	Donaldson Elementary	Minimum Wage Increase	E	\$12.15 per hour
Henley	Lawrence	Behavioral Intervention Monitor	CL	Wilson K-8 School	Minimum Wage Increase	D	\$12.15 per hour
Hobbs	Laura	Clerk II	CL	Mesa Verde Elementary	Minimum Wage Increase	C	\$12.15 per hour
Hobbs	Laura	Educational Assistant to the Elementary P	CL	Mesa Verde Elementary	Minimum Wage Increase	F	\$12.15 per hour
Hughes Borquez	Amber	Special Education Teaching Assistant	CL	Ironwood Ridge High	Minimum Wage Increase	E	\$12.15 per hour
Hughett	Anthony	Campus Monitor	CL	Innovation Academy	Minimum Wage Increase	A	\$12.15 per hour
Hunst	Shannon	Special Education Teaching Assistant	CL	Harelson Elementary	Minimum Wage Increase	E	\$12.15 per hour
Larsen	Brandi	Food Service Attendant I	CL	Coronado K-8 School	Minimum Wage Increase	A	\$12.15 per hour
Loza	Maria	Custodian I	CL	Amphi High School	Minimum Wage Increase	D	\$12.15 per hour
Lummus	Stacy	Food Service Attendant I	CL	Coronado K-8 School	Minimum Wage Increase	A	\$12.15 per hour
Marquez	Nicole	Clerk I	CL	Food Service Admin	Minimum Wage Increase	A	\$12.15 per hour
Marsala	Nancy	Secretary I	CL	Ironwood Ridge High	Minimum Wage Increase	C	\$12.15 per hour
Marsala	Nancy	Clerk II	CL	Ironwood Ridge High	Minimum Wage Increase	C	\$12.15 per hour
Martinez	Rosa	Custodian I	CL	Rio Vista Elementary	Minimum Wage Increase	D	\$12.15 per hour
McCoy	Christie	Custodian I	CL	Painted Sky Elementary	Minimum Wage Increase	D	\$12.15 per hour
Millan	Sonia	Custodian I	CL	Innovation Academy	Minimum Wage Increase	D	\$12.15 per hour

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CL Classified

GOVERNING BOARD MEETING
Minimum Wage Increase - Effective: 01/01/2021

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	AMOUNT
Millanes	Celia	Custodian I	CL	Copper Creek Elementary	Minimum Wage Increase	D	\$12.15 per hour
Montgomery	Jennifer	Special Education Teaching Assistant	CL	Rio Vista Elementary	Minimum Wage Increase	E	\$12.15 per hour
Newman	Christine	Special Education Teaching Assistant	CL	Amphi High School	Minimum Wage Increase	E	\$12.15 per hour
Nunez Zuniga	Isabel	Bilingual Clerk	CL	Amphi Middle School	Minimum Wage Increase	D	\$12.15 per hour
Nunez Zuniga	Isabel	Bilingual Instructional Assistant	CL	Amphi Middle School	Minimum Wage Increase	D	\$12.15 per hour
Pereyda	Clarissa	Attendance Clerk	CL	Amphi High School	Minimum Wage Increase	D	\$12.15 per hour
Pham	Khanh	Special Education Teaching Assistant	CL	Wilson K-8 School	Minimum Wage Increase	E	\$12.15 per hour
Proulx	Donald	Security Officer	CL	Amphi High School	Minimum Wage Increase	D	\$12.15 per hour
Rappeport	Michael	Custodian I	CL	Wetmore Center	Minimum Wage Increase	D	\$12.15 per hour
Reyes	Victor	Custodian I	CL	Cross Middle School	Minimum Wage Increase	D	\$12.15 per hour
Romero R	Alejandro	Custodian I	CL	Rillito Center	Minimum Wage Increase	D	\$12.15 per hour
Rowland	Barbara	Library Clerk	CL	Ironwood Ridge High	Minimum Wage Increase	C	\$12.15 per hour
Ruelas	Kaitlyn	Library Assistant	CL	Nash Elementary	Minimum Wage Increase	F	\$12.15 per hour
Seeley	Lisa	School Health Assistant	CL	Wilson K-8 School	Minimum Wage Increase	C	\$12.15 per hour
Sevinsky	Nicole	Special Education Teaching Assistant	CL	CDO High School	Minimum Wage Increase	E	\$12.15 per hour
Snipes	Santana	Custodian I	CL	Keeling Elementary	Minimum Wage Increase	D	\$12.15 per hour
Sorenson	Rhiannon	School Health Assistant	CL	CDO High School	Minimum Wage Increase	C	\$12.15 per hour
Spivey	Austin	Trades Apprentice	CL	Facilities Support	Minimum Wage Increase	D	\$12.15 per hour
Spruce	Darcy	Library Assistant	CL	Innovation Academy	Minimum Wage Increase	F	\$12.15 per hour
Tapia	Margaret	Custodian I	CL	Amphi Middle School	Minimum Wage Increase	D	\$12.15 per hour
Taylor	Miriah	Custodian I	CL	Coronado K-8 School	Minimum Wage Increase	D	\$12.15 per hour
Vandenberg	Wayne	Crossing Guard	CL	Cross Middle School	Minimum Wage Increase	A	\$12.15 per hour
Vasquez	Paula	Custodian I	CL	Holaway Elementary	Minimum Wage Increase	D	\$12.15 per hour
Villalva	Ramona	Custodian I	CL	Wetmore Center	Minimum Wage Increase	D	\$12.15 per hour
Vincent	Shelley	Special Education Teaching Assistant	CL	Cross Middle School	Minimum Wage Increase	E	\$12.15 per hour
Weimer	Laura	Special Education Teaching Assistant	CL	Wilson K-8 School	Minimum Wage Increase	E	\$12.15 per hour
Welchert	Ariel	Special Education Teaching Assistant	CL	Keeling Elementary	Minimum Wage Increase	E	\$12.15 per hour
Wray	Eileen	Clerk II	CL	Amphi Academy Online	Minimum Wage Increase	C	\$12.15 per hour

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CL Classified



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

DATE OF MEETING: **January 12, 2021**

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

BACKGROUND:

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

- December 8, 2020
 - April 24, 2018
 - November 14, 2017
 - March 7, 2017
-

RECOMMENDATION:

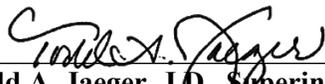
The Administration recommends that the minutes of the previous meeting(s) be approved.

INITIATED BY:



Karin Smith
Executive Assistant to the Superintendent & Governing Board

Date: December 10, 2020



Todd A. Jaeger, J.D., Superintendent

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, December 8, 2020**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, December 8, 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
Ms. Vicki Cox Golder, Vice President
Dr. Scott K. Baker, Member
Mr. Matthew A. Kopec, Member
Ms. Susan Zibrat, Member

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 21st Century Education
Dr. Shannon McKinney, Director of Curriculum and Assessment
Ms. Michelle Valenzuela, Director of Communications

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. She requested that all persons present exercise safe social distancing for this Board meeting.

2. PLEDGE OF ALLEGIANCE

Superintendent Jaeger announced the Pledge of Allegiance would be led virtually by students from Donaldson Elementary School and he invited Principal J. J. Letts to introduce the students. She said the students were proud to be able to show their patriotism this month. She introduced the following third grade students who led the virtual Pledge of Allegiance, Dylan, Jeniyah, Kash, Jordan, Czarina, Hudson, Lizzy, Warren, Jeslyn, Romeo, Reese, Isaias.

3. RECOGNITION OF STUDENT ART

President Day invited Ms. Letts to talk about the art displayed in the Governing Board room that was done by students from Donaldson Elementary School. She said the school has a new art teacher this year, Ms. Scarlett Chang. She explained even though the students have not spent much time in the classroom, they have experimented with different techniques, including line, splatter, working from memory, value added pieces, and art theory. Ms. Letts said is very proud of the wonderful and imaginative work they have created.

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

President Day announced the next Board meeting would be held on Tuesday, January 12, 2021 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705 in the Leadership and Professional Development Center.

5. RECOGNITIONS

A. Presentation of Distinguished Service Awards

Superintendent Jaeger invited Mr. Bejarano to introduce this award and the recipients.

Mr. Bejarano explained that the Distinguished Service Award is presented monthly to employees to recognize them for their initiative, collaboration, loyalty, and contribution to the Amphitheater School District. These employees represent a high level of dedication and commitment to the Amphi family, and the values and mission of the District.

Mr. Bejarano announced the Distinguished Service Award recipient for classified staff for the month of December 2020 was Ms. Jody Shipton, Health Aide at Painted Sky Elementary School. A video presentation was shown honoring Ms. Shipton for the work she has done in the District.

Mr. Bejarano announced the Distinguished Service Award recipient for certified staff for the month of December 2020 was Ms. Peggy Marner, teacher at Holaway Elementary School. A video presentation was shown honoring Ms. Marner for the work she has done in the District.

On behalf of the Board, the District presented Ms. Shipton and Ms. Marner with a certificate, a DSA award, and a gift card from the Amphi Foundation. A group picture of Ms. Shipton, Ms. Marner, the Governing Board and Superintendent Jaeger was taken to mark the occasion.

B. 2020 Arizona School Public Relations Communications Awards

Superintendent Jaeger announced the Amphitheater School District's Communications Department received multiple awards this year from the Arizona School Public Relations Association (ASPRA). The awards recognize standards of excellence in school public relations through its annual ASPRA*itions Awards. The winning entries are from the prior year and demonstrate public relations principles, creativity and a commitment to improving communications. A certificate was presented to Ms. Valenzuela, who acknowledged Cynthia Washington as being part of the team that created these projects that promote the District in such a positive way.

On behalf of the Board, the District presented Ms. Valenzuela with a certificate of congratulations. A group picture of Ms. Valenzuela, Ms. Washington, the Governing Board and Superintendent Jaeger was taken to mark the occasion.

6. PUBLIC COMMENT

President Day asked if there were any public comments. Ms. Smith said there were comments sent in earlier to be read at tonight's meeting and noted that there were people in attendance to speak to the Board as well. President Day reminded the speakers of the Call to the Audience Procedures.

Chris Ackerly, teacher at Amphitheater High School (AHS) said the Amphi Education Association (Amphi EA) sent out a survey over Thanksgiving break. He shared the results of approximately 345 responses from members and non-members. The first survey question was, "Is what we are doing now sustainable?" 52% responded no, and responses varied between sites and grade levels. The second question asked "What should be done differently?" The options offered were: remote, hybrid, full in-person, or make significant changes to the hybrid model. 57% preferred all remote, 17% hybrid as it is now, 8% requested full in-person. The last question asked was, "What would you do to change it?" He said responses were varied for each learning option. Mr. Ackerly commented that in his classes, 120 students were registered in the fall, 20% never attended and 20% have withdrawn. Of the remaining students, 50% attend on in-person days and less on remote days. He is concerned about the lack of

student attendance at AHS and suggested something different needs to be done, so more students are not lost.

Darlene Rowe, teacher at Coronado K-8 School, had a few questions for the Board. She asked, what did the Board think of the contents of a letter that was sent from Coronado, since no acknowledgement was received? Does the District plan another survey for parents before winter break? What is the plan for the students on Amphi Academy Online (AAO) waitlist? Is the Board aware of how many students throughout the District, do not attend school on their assigned hybrid days? Have the teachers been asked how many students are not attending on their off campus days, and what is being done to engage them? Why is there inconsistency among sites with COVID-19 protocols concerning cleaning and quarantining? Is there a plan to return to remote learning by necessity, and will teachers be informed about it?

Daniel Roper said he spoke three weeks ago concerning the increase in COVID-19 cases in the county. He felt the data on the county dashboard is out of date and the cases are already trending upward. He hoped the District would not wait until the next Board meeting on January 12, 2021 to discuss a school closure.

Ms. Tong read an email from Allison Towell. She said she is an aunt to two students who live with her and her family. She feels the children would benefit from classes designed for students with learning disabilities. She proposed that all students be tested with standardized tests and be placed in classes based on their test scores to get the type of instruction they need. For example, if the student has a learning disability they need to be in a class where the teacher can simplify the material so the student can understand it better. Ms. Towell felt fundraisers could be used to raise money to support the additional expenses.

Ms. Tong read an email from Liz Yeager, World and IB History Teacher at Canyon del Oro High School. She said students are struggling, some are not attending classes, and their grades reflect that. She said staff are overwhelmed and cannot continue teaching with the hybrid format. She asked students to complete a grade reflection to help her understand why students' grades and performances are lower than the first quarter. Some comments were; the student did not feel safe in school with COVID numbers high, so they do not attend at all. Another student commented it was easier with remote, because they had the teacher support and now the teacher is busy teaching the other class. One student said it is hard to keep up with assignments for six classes, going back and forth with in-person, and online is overwhelming. Ms. Yeager said she has observed the following trends in her classes: double the number of D's and F's than last quarter, declining engagement, and it is challenging to collaborate or do group work because of increased absences. She requested the Board consider returning to remote learning at the secondary level.

7. INFORMATION¹

A. Superintendent's Report

For Superintendent Jaeger's Power Point Presentation see Exhibit 1.

Superintendent Jaeger shared some events and activities that happened in the District. He showed some pictures from Donaldson Elementary School where students had been learning about the creatures that live in nests. They collected materials outside and built a nest for their hedgehog called Pinecone Hazel Hedgie.

Another picture showed Amphi High School students learning about color, iridescence, and the wave property of light by creating giant bubbles.

At Wilson K-8, a picture showed the goodbye parade that was held for retiring groundskeeper, Wayne MacGowan. Mr. MacGowan joined the Amphi Family in 1986, and has worked at Wilson K-8 since 2001. Superintendent Jaeger expressed his thanks and gratitude for the many years Mr. MacGowan has supported the District.

A picture from Prince Elementary School, showed second and third graders in music class. They are learning about the Nutcracker ballet, and the four elements of ballet: dance, acting, music and costumes.

At Mesa Verde Elementary School, a picture showed the Motor Lab, featuring different activities, including reindeer hula-hooping, carpet skating, and drawing a figure-eight snowman.

Amphie the Elf has returned! Pictures showed him visiting schools in the District for a photo shoot. The students enjoyed knowing Amphi was at their school.

Superintendent Jaeger thanked the Amphi Foundation for their Shoes to Smiles program, which is being done a little differently this year. Recently, six children at Lulu Walker Elementary School were given new shoes. The Amphi Foundation also donated 250 reusable water bottles to schools to hand out as needed for students to use at the bottle filler, since the drinking fountains have been shut off. To express their appreciation to District employees, the Amphi Foundation provided lunch to all employees in the District. 200 pizzas and 80 trays of salad from Mama's Pizza was distributed by Foundation board members to every school and department in the District.

He also thanked School Resource Officer Lucero, from Prince Elementary School, and Officer Figueroa, from Amphitheater Middle School. At Thanksgiving, they each sponsored five families.

Superintendent Jaeger then reviewed data from the Pima County Health Department (PCHD) relating to schools re-opening.

Disease Data Indicators: Cases over two consecutive weeks; Percent positivity; are red and COVID-19 like illnesses are yellow.

Health Care System Availability: Lab testing availability and utilization; Adequate hospital bed capacity to care for two-times the current COVID-19 cases (+ surge) – statewide; Sufficient Personal Protective Equipment (PPE) for emergency responders – they are green, red, and yellow respectively.

PCHD Public Health Tracking and Prevention: Timely case investigation; Testing of symptomatic contacts within 48 hours; and Facilities/support for patients who can't be discharged home statewide are red, green, and yellow respectively.

He reported that the indicators in the red category have increased from two to four and that until all indicators are green the county health metrics recommend hybrid learning only.

Superintendent Jaeger presented information from the Pima County Health Department (PCHD) showing a county-wide transmission rate of about 2.8% inside schools. Community-based spread is a great concern. Although cases in schools are increasing, the majority of school cases are being contracted outside of schools. Masks, social-distancing and contact tracing are working and keeping COVID-19 outbreaks out of schools. Of the county-wide school campus transmission cases, over two-thirds were related to athletic activities including football and cheerleading.

He reported, data from the state is recommending hybrid learning at this time.

Superintendent Jaeger said School Operations Associate Superintendents will be presenting information on hybrid learning and invited Mr. Bejarano to give an update.

Mr. Bejarano explained that culture and the climate of each school is very important and he wanted to showcase some creative solutions that schools did to continue their traditions and keep a sense of normalcy. He showed some pictures of innovative ideas schools used; including spirit week, a DNA lab, engineering collaboration when one student was home and the other was in the lab, a socially distanced choir practice, club meetings, and selfies for student ID's. Science, Technology, Engineering, and Math (STEM) activities showed puppet making, building a weight bearing structure with marshmallows and spaghetti, and constructing houses with graham crackers.

Dr. Lopez said many teachers are reporting that on the in-person days, student engagement is high, and they are learning a lot. She showed some pictures of the activities the students are participating in including, STEM Can grant boxes students used at home, students at Mesa Verde Elementary School

studying rocks and minerals, then creating their own fossils, and other students combining literature and STEM projects. Additional pictures showed students at Innovation Academy using 3D design pens to make an item to use on the Oregon Trail, and a drive through band concert for parents at Painted Sky Elementary School. She commented the daily Social and Emotional Learning (SEL) curriculum is making a difference and students are becoming more confident.

Mr. Bejarano reported that a continuing challenge is the increasing number of students who do not log on during their assigned at home learning days. They are discussing ideas to encourage students to log on and work on assignments during their remote learning days. Another challenge is providing coverage for both certified and classified employees who are either sick or need to be quarantined.

Dr. Lopez gave an update on Amphi Academy Online (AAO). She said there are 83 elementary students and 177 secondary students on the waitlist. A simple survey was sent to AAO elementary families. The survey asked if they intended on continuing with AAO for the second semester. Only a few families were not returning, but not enough to effect all the students on the waitlist. She commented that this school year they have found that surveys are not always a true reflection of what people actually do.

Superintendent Jaeger said that people are split on the type of learning model they prefer. Full in-person is preferred by about 40%, and 40% also prefer hybrid learning. Remote learning only is preferred by 15-20% of people. He acknowledged that no one model meets the needs of all students, families and staff. He said given all the challenges, the teachers are doing their best to effectively teach all students. He acknowledged that student attendance continues to be a problem. Superintendent Jaeger said he appreciates the input he receives, but will continue to rely on the guidance of public health officials.

Superintendent Jaeger asked if there were any questions.

Dr. Baker stated that he is concerned about the number of students that are not attending and realizes staffing and substitute issues are a problem. He was glad to hear the District has identified those challenges and has a plan in place.

8. **CONSENT AGENDA**³

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. – N. be approved as presented. Vice President Cox Golder seconded the motion. Roll call vote in favor – 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed – 0. Consent Agenda Items A. - N. passed.

A. Approval of Appointment of Non-Administrative Personnel

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

B. Approval of Personnel Change

Certified and classified personnel changes were approved as listed in Exhibit 3.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 4.

D. Approval of Separation(s) and Termination(s)

Separation(s) and termination(s) were approved as listed in Exhibit 5.

E. Approval of Stipend for Coaching Volunteers

Approval of Stipend for Coaching Volunteers were approved as listed in Exhibit 6.

F. Approval of Minutes of Previous Meeting(s)

Minutes of the November 17, 2020 meeting was approved as submitted in Exhibit 7.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,191,679.57

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as listed in Exhibit 8.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1123	\$92,337.18	1124	\$390,552.38	1126	\$227,561.40
1127	\$63,753.95	1128	\$105,210.76	1129	\$752,105.67
1130	\$9,704.50	1131	\$32,536.94	1132	\$60,861.00
1133	\$67,949.94	1134	\$37,902.72	1136	\$246,430.35
1137	\$161.60	1138	\$51,085.61	1139	\$53,525.57

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as listed in Exhibit 9.

I. Receipt of October 2020 Report on School Auxiliary and Club Balances

The Governing Board approved the October 2020 report on school auxiliary and club balances as listed in Exhibit 10.

J. Approval of Parent Support Organization(s) - 2020-2021

The Governing Board approved Painted Sky PTO, Project Graduation – CDO, CDO Orchestra Booster Club, Ironwood Ridge Cross Country and Track, and CDO Woman Soccer Booster Club for the 2020-2021 school year as submitted in Exhibit 11.

K. Approval of the 2021-2022 District 301 Plan

The Governing Board approved the 2021-2022 District 301 Plan as submitted in Exhibit 12.

L. Summer Institute 2020 Teacher Stipends

The Governing Board approved the Summer Institute 2020 teacher stipends as submitted in Exhibit 13.

M. Approval of 2021-2022 Governing Board Meeting Schedule

The Governing Board approved the 2021-2022 Governing Board meeting schedule as submitted in Exhibit 14.

N. Approval of Supplemental Texts and Materials

The Governing Board approved the supplemental texts and materials as submitted in Exhibit 15.

9. STUDY/ACTION

A. Study and Approval of the Governing Board's Legislative Priorities for the 2021 Fiscal Year

Superintendent Jaeger said this is the time of year for the Board to approve the legislative priorities for the District in advance of the state legislative session. He recommended the Board approve the priorities unless they wanted to make some changes. Mr. Kopek voiced his concerns about the fairness of traditional assessments and testing components this year. After discussion, the Board requested a provision be added to pursue some relief on testing.

President Day moved to adopt the Governing Board's Legislative Priorities for the 2021 Fiscal Year as presented with a provision added to pursue some relief on testing. Mr. Kopec seconded the motion. There was no further discussion. Roll call vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopek and Ms. Zibrat. Opposed - 0. The item passed.

B. Study and Approval of the Revised Expenditure Budget for Fiscal Year 2020-2021

Superintendent Jaeger explained that districts are required to update their budgets throughout the year and asked Mr. Little to present this item to the Board.

Mr. Little commented that this is the strangest budget revision he has ever made. He said by law school districts must revise their budgets in December to accurately reflect their student enrollment. A change for this budget is a reduction in funding of approximately \$7,450,00.00. The District will

receive an allocation of \$5,614,000.00 from the Enrollment Stability Grant. He explained in detail many factors affecting the budget in the future.

Mr. Little asked if there were any questions.

Vice President Cox Golder commented that in the past the student attendance calculation was based on the 100th day. She asked why is the 40th day being used now. Mr. Little said using the 40th day for attendance allows the state to align with the new calculation guideline of December 31, 2020. She asked when is the 100th day. Mr. Little responded approximately January 20, 2021.

President Day moved to approve the Revised Expenditure Budget for Fiscal Year 2020-2021 as presented. Vice President Cox Golder seconded the motion. Roll call vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed - 0. The item passed.

10. PUBLIC COMMENT

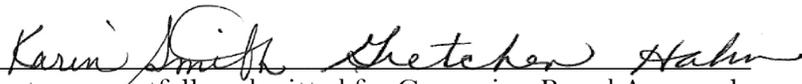
There were none.

11. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

President Day requested information on the District's grading practices and the standards utilized, including the weighted grading system. She also requested a report on the impact of COVID-19 on student internships and work experience programs.

12. ADJOURNMENT

President Day made a motion to adjourn the meeting. Vice President Cox Golder seconded the motion. There was no discussion. Roll call vote in favor - 5: President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec, and Ms. Zibrat. Roll call vote opposed - 0. The meeting adjourned at 7:35 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

January 11, 2021
Date

Deanna M. Day, M.Ed., Governing Board President

January 12, 2021
Date

AMPHITHEATER PUBLIC SCHOOLS
Tucson, Arizona

MINUTES OF SPECIAL PUBLIC MEETING OF THE GOVERNING BOARD
Tuesday, April 24, 2018

Place, Date and Time of Meeting

Leadership & Professional Development Center, 701 W. Wetmore Road, April 24, 2018 at 5:00 PM

Board Members Present

Deanna M. Day, President
Vicki Cox Golder, Vice President
Dr. Scott K. Baker, Member
Scott A. Leska, Member
Susan Zibrat, Member

Central Administrators Present

Todd A. Jaeger, Superintendent
Monica Nelson, Associate Superintendent
Dr. Rosanne Lopez, Chief Academic Officer, Elementary Education K-5
Mr. Mike Bejarano, Chief Academic Officer, Secondary Education 6-12
Michelle H. Tong, Associate to the Superintendent/Legal Counsel
Scott Little, Chief Financial Officer
Ms. Kristin McGraw, Executive Director of Student Services
Ms. Amy Sharpe, Director of Community Relations
Mr. James Burns, Executive Manager of Operational Support

Call to Order and Signing of Visitor's Register

Ms. Day called the meeting to order at 5:00 p.m. and invited those in attendance to sign the visitor's register if they had not already done so.

Moment of Silence

Pledge of Allegiance to the Flag

Ms. Monica Nelson led the pledge.

Announcement of Date and Place of Next Regular Governing Board Meeting

Tuesday, May 1, 2018 at 6:00 p.m. in the Wetmore Leadership & Professional Development Center.

PUBLIC COMMENT

There was no public comment.

1. CONSENT AGENDA³

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. Ms. Zibrat moved to approve Consent Agenda Items A. - M. Dr. Baker seconded the motion. There was no discussion. Voice vote in favor 5-0, opposed 0. Consent Agenda Items A. – M. were approved.

A. Approval of Appointment of Non-Administrative Personnel

Certified and classified personnel were appointed as listed Exhibit 1.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 2.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved, as listed in Exhibit 3.

D. Approval of Separation(s) and Termination(s)

Certified and classified personnel separations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers as of March 12, 2018

Stipends for coaching volunteers were approved as listed in Exhibit 5.

F. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,935,130.81 (Final Total)

The following vouchers for goods and services received by the Amphitheater Schools and recommended for payment, were provided to the Governing Board, and approved as presented, with payment authorized: FY 2017-2018

Voucher 851# \$53,851.90	Voucher #852 \$95,211.09	Voucher #853 \$75,725.50
Voucher #854 \$376,722.75	Voucher #855 \$700,970.36	Voucher #856 \$74,050.89
Voucher #857 \$29,606.46	Voucher #858 \$163,212.77	

G. Acceptance of Gifts

The listed gifts and donations were accepted with gratitude. (Exhibit 6)

H. Receipt of March 2018 Report of School Auxiliary and Club Balances

The March 2018 report of School Auxiliary and Club Balances was accepted as presented. (Exhibit 7)

I. Receipt of Monthly Status Report for the Fiscal Year 2017-2018

The monthly budget status report for January 2017 was accepted as presented. (Exhibit 8)

J. Award of Contract for Boiler Replacement - Copper Creek Elementary School Based Upon Responses to Request for Bid (RFB) 04-05-2018A

The Governing Board awarded a contract to Pueblo Mechanical & Controls, LLC based on their bid response to RFB 04-05-2018A. (Exhibit 9)

K. Approval of Out of State Travel

Out of state travel was approved for students and/or staff (source of funding indicated). (Exhibit 10)

L. Approval of Grants

Grants to Amphitheater High School, La Cima Middle School, Holaway Elementary and Mesa Verde Elementary were approved and received with gratitude. (Exhibit 11)

M. Review and Approval of Supplemental Texts and Materials

The Governing Board approved the list of supplemental texts and materials as submitted. (Exhibit 12)

N. Career and Technical Education and Vocational Education Projects Fund

The Governing Board approved the creation of the Career and Technical Education and Vocational Education Projects Fund in accordance with Arizona Revised Statute §15-1231.

3. EXECUTIVE SESSION

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

1. Consideration and Decision Upon Expulsion Hearing Officer's Recommendation, Pursuant to A.R.S. §15-843(F)(2), Regarding:
 - a. Student # 30044484
 - b. Student # 30034117
 - c. Student # 30025525
 - d. Student # 30062746

2. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision, Pursuant to A.R.S. § 15-843 (a); Determination of Whether to Hold an Expulsion Hearing and Designate a Hearing Officer to Hear Evidence, Prepare a Record and Bring a Recommendation to the Board, Pursuant to A.R.S. § 15-843 (F) (2), Regarding:
 - a. Student # 30037563
 - b. Student # 30062567
3. In Discussion and Consultation with Representatives of the Governing Board In Order to Consider Its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff for the 2018-2019 Fiscal Year Pursuant to A.R.S. §38-431.03(A)(5).

Ms. Zibrat moved to recess the Open Meeting and hold an Executive Session for Consideration and Decision Upon Expulsion Hearing Officer's Recommendation, Pursuant to A.R.S. §15-843(F)(2), and Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision, Pursuant to A.R.S. § 15-843 (a); Determination of Whether to Hold an Expulsion Hearing and Designate a Hearing Officer to Hear Evidence, Prepare a Record and Bring a Recommendation to the Board, Pursuant to A.R.S. § 15-843 (F) (2), and to Discuss and Consult with Representatives of the Governing Board In Order to Consider Its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff for the 2018-2019 Fiscal Year Pursuant to A.R.S. §38-431.03(A)(5). Mr. Leska seconded the motion. There was no discussion. Voice vote in favor 5-0, opposed 0. President Day declared they were in Executive Session at 5:04 pm.

B. Motion to Close Executive Session and Reconvene Open Meeting.

Vice President Cox Golder moved to close Executive Session and reconvene the Open Meeting. Mr. Leska seconded the motion. There was no discussion. Voice vote in favor 5-0, opposed 0. The Open Meeting reconvened at 6:51 p.m.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Mr. Leska requested an update on the possibility of having a Cyber Security certification noted on diplomas, and analysis information on new construction.

Ms. Cox Golder expressed interest in attending a 3-day conference in Orlando, Florida led by Dr. Daggett, who presented at the National School Board Association (NSBA) Conference.

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

Mr. Leska moved that the meeting be adjourned. Dr. Baker seconded the motion. There was no discussion. Voice vote in favor 5-0, oppose 0. Meeting adjourned at 6:53 p.m.



Minutes respectfully submitted for Governing Board Approval
Karin Smith, Executive Assistant to the Superintendent and Governing Board

January 11, 2021
Date

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

January 12, 2021
Date

**Minutes the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, November 14, 2017**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, November 14, 2017 at 5:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, Arizona in the Leadership & Professional Development Center.

Board Members Present

Deanna M. Day, President
Vicki Cox Golder, Vice President
Dr. Scott K. Baker, Member
Scott A. Leska, Member
Susan Zibrat, Member

Central Administrators Present

Todd A. Jaeger, Superintendent
Monica Nelson, Associate Superintendent
Michelle H. Tong, Associate to the Superintendent/Legal Counsel
Scott Little, Chief Financial Officer

OPENING OF MEETING - 5:00 p.m. TO HOLD EXECUTIVE SESSION

1. EXECUTIVE SESSION

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

- 1. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision, Pursuant to A.R.S. §15-843(A); Determination of Whether to Hold an Expulsion Hearing and Designate a Hearing Officer to Hear Evidence, Prepare a Record and Bring a Recommendation to the Board, Pursuant to A.R.S. §15-843(F)(2), Regarding:**

- a. Student# 30032264; and**
- b. Student# 30041433.**

Vice President Cox Golder moved that the Governing Board recess the Open Meeting and hold an Executive Session for Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision, Pursuant to A.R.S. §15-843(A); and Determination of Whether to Hold an Expulsion Hearing and Designate a Hearing Officer to Hear Evidence, Prepare a Record and Bring a Recommendation to the Board, Pursuant to A.R.S. §15-843(F)(2). Mr. Leska seconded the motion. There was no discussion. Voice vote in favor - 5, opposed - 0. The board moved to Executive Session at 5:01 p.m.

B. Motion to Close Executive Session and Reconvene Open Meeting

Vice President Cox Golder moved to close Executive Session and reconvene the Open Meeting. Mr. Leska seconded the motion. There was no discussion. Voice vote in favor - 5, opposed - 0. The public meeting reconvened at 6:04 p.m.

2. CONTINUATION OF OPEN MEETING

Call to Order and Signing of Visitor's Register

President Day called the meeting to order at 6:04 p.m. and invited those in attendance to sign the visitor's register if they had not already done so.

Pledge of Allegiance to the Flag

Ms. Annette Orelup, Keeling Elementary Principal, introduced students Pierre, Amaia, Camille, Layla, Elizabeth, and Asusena, who led the Pledge of Allegiance. Mr. Leska presented them with Certificates of Commendation.

Recognition of Student Art

President Day recognized the student art created by Keeling students, which was hung in the walls. She thanked Ms. Analia Lopez, Keeling Art teacher for sharing the creations with the Board.

Announcement of Date and Place of Next Regular Governing Board Meeting

President Day announced the next Regular Meeting of the Governing Board will be held on Tuesday, December 5, 2017 at 6:00 p.m., in the Leadership & Professional Development Center.

PUBLIC COMMENT¹

There was no public comment.

3. ORGANIZATIONAL MEETING

A. Administration of Oath to Newly Appointed Governing Board Member

Ms. Zibrat stated the oath of office as a newly appointed Board Member, assisted by her daughter. Ms. Zibrat was appointed to the Board by Pima County School Superintendent Dustin Williams, on September 8, 2017.

4. RECEPTION FOR NEWLY APPOINTED GOVERNING BOARD MEMBER

Ms. Day invited all in attendance to join the Board for a reception in honor of Ms. Zibrat's appointment. The reception began at 6:15 p.m. and the meeting resumed at 6:30 p.m.

5. RECOGNITION

A. Recognition of Odyssey of the Mind OMER Award Winner

Canyon del Oro High School (CDO) student, Kaitlyn Hsu, received an OMER award at the Odyssey of the Mind World Finals for exceptional talent as an artist. Cymry DeBoucher introduced Kaitlyn and noted that Kaitlyn is open enrolled at CDO in the International Baccalaureate (IB) program. She is the first Amphitheater student ever to receive an OMER at Odyssey of the Mind World Finals. Ms. Day presented Kaitlyn with a Certificate of Commendation.

B. Recognition of National Merit Scholarship Semi-Finalists

Travis W. Dobbin of Canyon del Oro High School and Thomas Gansheimer of Ironwood Ridge High School were named National Merit Scholarship Semi-Finalists.

Ms. Tara Bulleigh, Canyon del Oro Principal, introduced Travis Dobbin. Travis is completing an IB Diploma and is ranked 1 out of 378 in his class with an unweighted 4.0 GPA and a weighted 4.673 GPA. He plans to attend the University of Arizona or Stanford University with an interest in aerospace technology.

Ms. Natalie Burnett, Principal of Ironwood Ridge Elementary, introduced Thomas Gansheimer. Thomas is enrolled in all advanced courses and is known as a warm and positive young man. He will be studying engineering in the Honors College at the University of Arizona's Engineering Department. Dr. Baker presented Certificates of Commendation to both students.

C. Recognition of Distinguished Service Awards

Debbie Robinson, Library Assistant at Mesa Verde Elementary School and Janis Horetski, 2nd grade teacher at Wilson K-8 School, were named Distinguished Service Award winners for the month of November. President Day presented Certificates of Commendation to them.

D. Recognition of Legendary Teacher Award Recipient

Ms. Sandra Bigelow, second grade teacher at Rio Vista Elementary School, is the Amphitheater 2017 Legendary Teacher Award recipient. President Day presented a Certificate of Commendation to Ms. Bigelow.

E. Recognition of 2017 Arizona Elementary Science Teacher of the Year

Mrs. Robyn Yewell, 5th grade teacher at Donaldson Elementary, earned the title of 2017 Arizona Elementary Science Teacher of the Year from the Arizona Science Teachers Association. Dr. Baker presented a Certificate of Commendation to Ms. Yewell.

F. Recognition for Excellence in Financial Reporting

The Government Finance Officers Association of the United States and Canada (GFOA) awarded Amphitheater Unified School District No. 10 with a Certificate of Achievement for Excellence in Financial Reporting for its comprehensive annual financial report (CAFR). The Certificate of Achievement was presented to Scott Little, Chief Financial Officer. Vice President Cox Golder presented a Certificate of Commendation to Mr. Little.

G. Recognition of EPA Green Power Leadership Award

Amphitheater Public Schools received the 2017 Green Power Leadership Award from the U.S. Environmental Protection Agency (EPA). Amphitheater Public Schools was one of only eight organizations nationwide to receive a Leadership Award for “Direct Project Engagement.” Other organizations recognized with Amphitheater Public Schools in the “Direct Project Engagement” category include: Apple Inc.; Intel Corporation; Iron Mountain Information Management, LLC; Lockheed Martin Corporation; Stanford University; University of Missouri; and Victor Valley Wastewater Reclamation Authority. Mr. Leska presented a Certificate of Commendation to Mr. Burns, Executive Manager of Operational Support.

H. Recognition of PRSA Southern Arizona IMPACT Award

Amphitheater Public Schools recently received a 2017 IMPACT Award, which recognizes excellence in public relations, from the Public Relations Society (PRSA) of Southern Arizona. The District was honored in the category of Community Relations for the 2016-17 “Discover Amphi” Tours. Ms. Amy Sharpe, Director of Community Relations, thanked all the schools who participated in the “Discover Amphi” Tours, and Mr. Matt Stamp, Web and Digital Media Specialist. Mr. Leska presented a Certificate of Commendation to Ms. Sharpe.

Ms. Day called for a seven-minute recess at 7:19 p.m.

6. INFORMATION

A. Superintendent’s Report

Superintendent Jaeger highlighted some of the activities that have taken place in the District, as well as upcoming activities.

On November 1, Mesa Verde Elementary Student Council held a “Color Run” fundraiser where students wore white shirts, ran across campus, and were pelted with colored dye to decorate their shirts.

On November 3, La Cima Middle School held their Honor Roll Breakfast recognizing 1st Quarter Honor Roll students. Mr. Dustin Williams, Pima County School Superintendent, handed out certificates to the students.

Today, November 14, Amphitheater High School held their annual Senior Success Conference. This conference is a community effort where students attended workshops and sessions on how to write a resume, how to interview, how to complete college applications, and assistance completing financial aid applications.

Several Fine Arts events took place in the District this past month. Superintendent Jaeger attended a production of Stephen Sondheim's "Into the Woods," produced by the Theater Arts and Drama students at Ironwood Ridge High School. Students at Canyon del Oro High School held a photography show put on by the advanced photography class, entitled "Complaint Box." Canyon del Oro High school students also put on a production of "Thoroughly Modern Millie." One evening attendees could catch dinner and a show, with the Culinary Arts students preparing dinner. Last week there were Veterans' Day events held at Wilson K-8 School, Keeling Elementary, Rio Vista Elementary, Innovation Academy, Coronado K-8 School, Walker Elementary, and Ironwood Ridge High School. Superintendent Jaeger was able to attend several of these events and noted that he is very proud of the patriotism the students are displaying.

Superintendent Jaeger noted the following upcoming events. This week is Native American Heritage Awareness Week, and the District's Native American Education Program has many wonderful activities scheduled. On November 14, La Cima Middle School will be having their annual Thanksgiving Feast. November 15 is the Ironwood Ridge National Honor Society Induction. November 17, Oro Valley Police Chief Danny Sharp is hosting a Project Graduation Breakfast at El Conquistador Resort. The breakfast kicks off the fund-raising season for Project Graduation. This Friday is Tucson K-6 Fitness Day. Rillito Center is holding a Thanksgiving Feast on November 20. There have been several Turkey Trots already, and Coronado K-8 will have a Turkey Trot on November 21.

B. Report of Governing Board Delegate on the Arizona School Boards Association (ASBA) Delegate Assembly

On September 9, 2017, Arizona School Board Association held its annual Delegate Assembly to determine the legislative agenda of the organization. Dr. Baker was designated as the Amphitheater Governing Board Delegate to the assembly. Dr. Baker provided a report to the Board regarding the Delegate Assembly.

He noted that in May, the Board was asked to review the ASBA's list of legislative priorities and choose the priorities most important to Amphitheater School District. All school districts in Arizona were asked to do the same. A committee then comes together with the recommendations from the districts, drafting a proposed list of legislative priorities. In May, the five priorities this Board adopted were:

1. Provide adequate State funding for nationally competitive salaries to attract, recruit and retain talented teachers.
2. Ensure 100% funding of JTED and CTE programs, and fully restore 9th grade JTED and CTE eligibility.
3. Fund formulas to restore building renewal funding and restore previous cuts to Capital funding.
4. Protect Desegregation funding from any cuts or modifications.
5. Provide adequate funding to serve Special Needs students.

Amphi's focus is consistently asking ASBA to advocate for improved funding for public education in the State of Arizona. Dr. Baker said that when he arrived at the assembly, the first thing he did was scan the proposal to see if all of Amphitheater's recommendations were represented, which they were. The biggest conversations, or disagreements, had to do with

whether an item was moved from being a bullet point under a topic, or if an item was moved to be a separate topic. Each such discussion took 30 - 40 minutes. Delegates were reminded by ASBA that every point was just as important, regardless of the order it was in. Dr. Baker said he was very comfortable voting and believes Amphitheater's voice was heard.

C. Status of Bond Projects

Mr. James Burns, Executive Manager Operational Support, presented information on the current status of Bond projects at Amphitheater High School, Canyon del Oro High School, Ironwood Ridge High School, Amphitheater Middle School, Copper Creek Elementary, Coronado K-8 School, Cross Middle School, Donaldson Elementary, El Hogar, Harelson Elementary, Holaway Elementary, Keeling Elementary, La Cima Middle School, Mesa Verde Elementary, Nash Elementary, Painted Sky Elementary, Prince Elementary, Rillito Center, Rio Vista Elementary, Walker Elementary and Wilson K-8 School. (Exhibit A)

D. Introduction of Meet and Confer Teams for the 2018-2019 Fiscal Year, Addressing Working Condition Policies and Compensation Terms for Certificated, Support, and Professional/Non-Teaching Employee Groups

Superintendent Jaeger explained that Meet and Confer process where annually representatives from the Amphitheater Education Association (AEA) and representatives from the District meet regarding employee concerns, working conditions, policies, and compensation bargaining. The process is collegial, productive, and professional. Ms. Kathryn Pivonka, AEA President, introduced the AEA team representatives, Robert Wacker, Liz Bruggeman, Brande Golden, Shannon Langley, and Lisa Millerd. Superintendent Jaeger introduced the District team representatives, Michelle Tong, Monica Nelson, James Burns, Jon Lansa, and Christy Sullivan. (Exhibit B)

7. CONSENT AGENDA³

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 Board Member requests to have any items addressed separately. There were none. Mr. Leska moved to approve Consent Agenda items A. - P. President Day seconded the motion. There was no discussion. Voice vote in favor 5, opposed 0. Consent Agenda items A. - P. passed 5-0.

A. Approval of Minutes of Previous Meeting(s)

Minutes of the November 15, 2016 Regular Governing Board meeting and the October 24, 2017 Special Board meeting were approved as submitted. (Exhibit C)

B. Approval of Appointment of Non-Administrative Personnel

Certified and classified personnel were appointed as listed in Addendum Exhibit 1.

C. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 2.

D. Approval of Leave(s) of Absence

Leave(s) of Absence were approved, as listed in Exhibit 3.

E. Approval of Separation(s) and Termination(s)

Certified and classified personnel separations were approved as listed in Exhibit 4.

F. Approval of Stipend for Coaching Volunteers

Payment of the listed stipend for the identified coaching volunteers were approved as listed in Exhibit 5.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,259,928.72

A copy of vouchers for goods and services received by the Amphitheater Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized: FY 2017-2018

Voucher #759	\$151,970.86	Voucher #760	\$126,915.10	Voucher #761	\$1,045,314.70
Voucher #762	\$251,311.53	Voucher #763	\$119,833.14	Voucher#764	\$234,961.17
Voucher #765	\$80,407.99	Voucher #766	\$815,902.43	Voucher #767	\$63,724.03
Voucher #768	\$286,498.95	Voucher #769	\$28,615.747	Voucher #770	\$54,473.08

H. Acceptance of Gifts

The listed gifts and donations were accepted with gratitude. (Exhibit 6)

I. Approval of Parent Support Organization(s) - 2017-2018

The Board approved the following Parent Support Organization(s): CDO Parent Organization. (Exhibit 7)

J. Receipt of Monthly Status Report for the Fiscal Year 2017-2018

The Board approved the Monthly Status Report for October 2017. (Exhibit 8)

K. Receipt of September 2017 Report on School Auxiliary and Club Balances

The Board approved the September 2017 report of School Auxiliary and Club Balances as submitted. (Exhibit 9)

L. Award of Contract for High School Beach Volleyball Courts Based Upon Responses to Request for Bid (RFB) 10-24-2017

The Board approved the award of contract for construction of beach volleyball courts at the District's High Schools to Chasse Building based upon their bid response to RFB 10-24-2017. (Exhibit 10)

M. Approval of Disposal of Surplus Property via PublicSurplus.com

Approval of the disposal of surplus property at a competitive Internet-Based Online-Sale via Public Surplus.com was approved as submitted. (Exhibit 11)

N. Approval of Out of State Travel

Out of state travel was approved for students and/or staff. (Exhibit 12)

O. Approval of Grants

A grant from the SaddleBrook Community Outreach Enrichment Program in the amount of \$2,500.00 for the Coronado K-8 School 7th grade Grand Canyon trip was approved. (Exhibit 13)

P. Review and Approval of Supplementary Texts and Materials

The Board approved the list of supplementary texts and materials as listed in Exhibit 14.

8. STUDY

A. Study and Presentation on the Status of Math Achievement and Math Curriculum

(Exhibit 15)

Superintendent Jaeger asked Chief Academic Officers, Dr. Roseanne Lopez and Mr. Mike Bejarano, to present an overview of current math curriculum and math achievement data in preparation for the future procurement of a mathematics textbook adoption for the 2018-2019 school year.

Mr. Bejarano said the District is in its final year of a 5-year contract with the current math textbooks and resources. In the coming weeks, the Board will be provided with more specific data than what is being covered tonight. An overview of the curriculum, data, and procurement process currently used will be provided and School Operations will recommend a new contract for the purchase of K-12 math resources.

Dr. Lopez provided an overview of curriculum and shifts in mathematics. Curriculum is academic content; the standards; the objectives; objectives the students are to meet; units; assignments; projects, and textbooks. Pedagogy is the art, science, and practice of teaching, or the methods of instruction, for example; teachers may use Math Talks where students discuss the process by which they work through a very complex problem, reaching a solution. Younger children may use manipulatives to illustrate a particular math problem. The shifts in Arizona mathematics standards started in 2010. The shifts focused on: "Focus" - key topics at grade levels; "Coherence" - the progression of the standards throughout the grade levels changed; and "Rigor" - the standards now require a balance of procedural skill and fluency, along with conceptual understanding of math, and the ability to apply mathematics to real-life situations. This type of approach promotes mathematical reasoning and a deeper understanding of mathematical concepts.

Mr. Bejarano said Arizona mathematics standards define the knowledge, understanding, and skills to be taught to, and learned by, our students. Arizona Department of Education (ADE) provides planning guides that align with Arizona mathematics standards. Teachers use content to emphasis documents as they plan the scope and sequence for courses they teach. The content documents identify major supporting areas of emphasis and are used in preparation for the evaluation of new of resources and textbooks. The standards for mathematical practice compliment the content standards so that students increasingly engage with the subject matter as they grow in mathematical maturity and expertise. When students understand mathematical concepts, they move fluidly between the concrete and the abstract. There is evidence that they can make sense of, and justify, mathematical connections. Students are able to connect among verbal or written reasoning, pictorial representation, real world application, procedures and computations.

Dr. Lopez presented data for use as the District begins to look at materials, pedagogy, and the needs of teachers. The elementary data shows NWEA MAP results comparing the District to the National norms, and AZ Merit data comparing the District to the State norms for the past three years. The NWEA MAP report results in a RIT score. Amphitheater is at, or slightly above, the National mean at all grade levels. For grades four and five, they are just slightly below the National mean, which is not statistically significant. When digging deeper into the data, factors were found that needed to be reviewed. The three-year-old AZ Merit is a different way to look at data and is a very young test in the scope of things. Proficiency rates across the State are low in terms of the test. The test has a high ceiling and is a very complicated assessment for children. Third grade proficiency levels in the District have increased each year the test has been given. Fourth grade proficiency increased in 2016, then decreased in 2017. Fifth grade scores have been relatively stable but are below the state average. Through more detailed analysis, it was determined this might be due to a lack of mastery and understanding fractions. Exposure to fractions starts very young, a large piece of curriculum comes in at fourth grade and become more abstract in grades four and five. As a result, a professional development plan has been put in place this year for fourth and fifth grade teachers who teach mathematics. They will attend training provided by Math Solutions and Airy Fractions. Every elementary principal attended a session for leadership in mathematics.

Mr. Bejarano reviewed the pathways that provide accelerated math opportunities to students in the District. Students who can demonstrate readiness for advanced math are accelerated. MAP scores, placement tests, course grades, and teacher input determine proper placement. Students are permitted to skip courses when they can demonstrate the ability to do so. Support is provided to fill in the gaps throughout the year, and during the summer, through blended online coursework.

Dr. Lopez reviewed the accelerated math placement process for fifth grade students going into middle school. Based on District research, cut off scores for the assessments were established for math placement in middle school. The acceleration pathway allows students to move ahead in math at an appropriate pace and cautions against acceleration if a student does not demonstrate readiness. For several years, student MWEA MAP scores and grades were reviewed, along with recommendations from teachers, to determine the criteria by which students would move through the math program. Accelerating too early, and skipping over important content, led to difficulty in higher level math courses. Students who started on the acceleration pathway were tracked, and if not doing well, the District worked to determine best practice was for those students. Some students have the skills and content knowledge they need, have it much earlier than expected, and need to be moved along. Currently, there are fifth grade students taking sixth grade math at their own school, or middle school. These students could be ready for Course II next year, and complete Algebra I and Geometry before entering high school, giving them the opportunity to take higher level mathematics at the secondary level.

Mr. Bejarano presented data showing how accelerated sixth through eighth grade middle school students performed on end-of-course assessments. Through proper placement, accelerated students performed well above the state average, and typically experience greater success with higher level math courses. Students performed at or above the proficiency rate on the end-of-course assessment; however, in 2017 students experienced a drop below the state rate in Geometry. Overall, the District has seen an increase in the proficiency rate of the cohort of students who have worked with the new standards for the past four years. On national tests, such as the SAT and ACT, our students perform above the state and national levels.

Dr. Lopez reviewed the District's current adopted core curriculum materials, which are supplemented by teachers with a variety of other things, are:

Elementary	My Math by McGraw-Hill	Grades K - 5
Secondary	Carnegie Math	Grades 6 - 8, Algebra I, Algebra II and Geometry
Secondary	Holt Series	Algebra, Geometry and Algebra II

No matter what is adopted, pedagogy is incredibly important in teaching. Teachers need time to work with new materials, learn new strategies and approaches, develop lessons, and time is needed for professional development. All companies produce an interactive textbook where the content is mixed in with the practice. Interactive textbooks are purchased over a period of three or five years, as approved by the Governing Board, and every year there are new books. The District's contract for math curriculum and materials expires in the 2017-2018 school year. This month administration will be working with a group of teachers from grades K-12 to collaborate on math curriculum and instruction. A Request for Proposals (RFP) will be put together and sent out in December to vendors for math materials for the 2018-2019 school year. In January 2018, materials will be evaluated by teachers, parents, and community members. In February 2018, the 60-day public display could begin, and by April 2018 new materials could come before the Board for action.

Administration offered to answer any question the Board may have.

Mr. Leska said that he was on the Arizona committee to help create current standards. When he was chairing the committee, he said “Common Core standards are supposed to be for everyone but are not really helping everyone.” His concern is that when he asked advanced math students, what they wanted to be when they grow up, no one wanted to go into a scientific field. What Common Core and what our curriculums do, is allows everybody to understand math. We should explore teaching different methods to different children.

Superintendent Jaeger noted that every teacher’s effort is to differentiate instruction to meet the needs of individual students. Ultimately, this process must help determine what curriculum is offered. He said there are many schools of thought on the standards we currently have, whether they are called Common Core or College and Career Ready. Ultimately, the District’s responsibility under law is to implement the standards given to the District by the State Board of Education. One of the things that the data shows, is that the administration needs to be as earnest as ever about selecting an appropriate curriculum that lends itself to what every teacher must do, day in and day out, and that is to meet the needs of every student. He said he now has the opportunity to be in classrooms more and see teachers in action; some of whom were recognized tonight for their skills and abilities, and he has a great deal of faith in our teachers. They are not the exceptions; they are the rule in our District. Superintendent Jager noted that the Board is part of this effort and this journey. I hope the community will be involved to assist us as well.

Mr. Leska said he would suggest looking into the Saxon Math, if there is an opportunity. And having some collaboration that will include some higher-level math teachers to address their concerns as well for students who will go into Calculus and beyond.

Dr. Lopez said that they will look at the results of the current usage. It is important for every child to be exposed to deeper understanding of mathematics regardless of what their life choice might be after high school. Every child has the right and ability to learn from the very beginning, and anybody can go into a career in science and math.

Mr. Leska thanked Dr. Lopez and said that he agreed with her statement. He does not think that we should direct children to go in a certain direction or not. He also noted that he would hope that we can get different test assessments for different schools, and not district-wide, because there are two different curriculums for high schools.

Dr. Baker asked for a better understanding of what an interactive textbook is, and if was different from an online version.

Dr. Lopez explained that an interactive textbook has the same content. With the interactive book the practice piece, or extra content explanation, is there in the book, and children write in the textbook. There is also an online textbook for interaction.

9. STUDY/ACTION

A. Study and Approval of the Governing Board’s Legislative Priorities for the 2018 Fiscal Year

Ms. Michelle Tong, Associate to the Superintendent and General Counsel, reviewed the proposed priorities. She noted that last year’s priorities were taken, minus career ladder, and compared with the Arizona School Boards Association priorities to create a list.

President Day asked if an action was needed. Ms. Tong said the Board can study the priorities and bring them back later or approve them now.

President Day moved to approve the legislative priorities for the 2018 fiscal year as listed. Vice President Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The Board approved the following list of legislative priorities.

1. Provide adequate funding for K-12 education.
2. Restore Career Ladder funding.
3. Maintain Desegregation funding.
4. Provide adequate funding to serve English Language Learners.
5. Establish a reliable and adequate source of funding for the School Facilities Board.
6. Provide user-friendly and practical reporting requirements and provide funding support for the same.
7. Protect and support educator due process rights.
8. Provide adequate funding to serve Special Education Students.

10. ACTION

A. Approval of New Courses for the 2018-2019 School Year

Ms. Monica Nelson, Associate Superintendent, briefed the Board on the details of the new courses and name changes, of which some are electives, and some are core classes. She noted that once a course has been approved it is put into the Tyler system, and the course can then be used by other District schools.

Vice President Cox Golder moved to approve the new courses and change of course name as presented. Mr. Leska seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The Item passed 5-0. The Board approved the following new courses and course name changes for the 2018-2019 School Year: (Exhibit 17)

School	Course
Amphitheater High School	Welding Technologies I & II, and Welding Technologies Internship
Amphitheater High School	English 12 - Applied Communications
Coronado K-8 School	Grades 6-8 Photography
Coronado K-8 School	Grades 7-8 Engineering and Robotics
Ironwood Ridge High School	Change name from Chemistry Essentials to Qualitative Chemistry

B. Resolution of the Governing Board Recognizing Tucson K-6 Fitness Day on Friday, November 17, 2017

Dr. Baker moved to approve the resolution recognizing Friday, November 17, 2017 as Tucson K-6 Fitness Day in the District. President Day seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The Board adopted a resolution recognizing Friday, November 17, 2017 as Tucson K-6 Fitness Day in the District. (Exhibit 18)

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Mr. Leska requested an update on CTE credits for math, and thanked Superintendent Jaeger for information on the possibility of a STEM Diploma and AA Degree, noting that he is excited to have the District move forward on those two items.

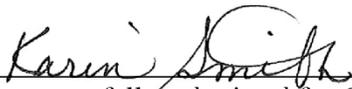
President Day requested an update on REACH.

PUBLIC COMMENT

There was no public comment

ADJOURNMENT

President Day moved that the meeting be adjourned. Vice President Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The meeting adjourned at 8:31 p.m.



Minutes respectfully submitted for Governing Board Approval
Karin Smith, Executive Assistant to the Superintendent and Governing Board

January 11, 2021
Date

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

January 12, 2021
Date

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, March 7, 2017**

A Regular Public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 7, 2017 at 6:04 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, Arizona in the Leadership and Professional Center.

Governing Board Members Present

Jo Grant, President
Deanna M. Day, Vice President
Scott A. Leska, Member
Vicki Cox Golder, Member
Scott K. Baker, Member

Central Administrators Present

Patrick Nelson, Superintendent
Monica Nelson, Associate Superintendent
Scott Little, Chief Financial Officer

Others Present

Clyde Dangerfield, Attorney, Cantelme and Brown, District Legal Counsel

OPENING OF MEETING

Call to Order and Signing of Visitor's Register

President Grant called the meeting to order at 6:04 p.m. and invited those in attendance to sign the visitor's register.

Pledge of Allegiance to the Flag

Ms. Erika Vasas, Walker Elementary Principal, introduced the following pledge pledgers: Brooklyn Donahue, Dallas, Valeria, Joey, Caysea, and Kylee. President Grant thanked the students for attending and leading the Pledge. Then presented Certificates of Commendation to each of the students.

Announcement of Date and Place of Next Special Governing Board Meeting:

President Grant announced the next Special meeting of the Governing Board for a Superintendent Search would take place on Tuesday, March 9, 2017 at 4:00 p.m. and a Special meeting of the Amphitheater Governing Board will be held on Tuesday, March 21, 2017 at 5:00 p.m. Both will be held in the Leadership & Professional Development Center, 701 W. Wetmore Road, Tucson, AZ.

1. RECOGNITIONS

A. Presentation of Distinguished Service Awards (DSA)

Mr. Mike Bejarano, Chief Academic Officer Secondary Education, introduced the DSA Award recipients for March. They are Terri Sloane, Records and Qualifications Specialist, at the Wetmore Center and Debra Van Sice, Government teacher at Amphitheater High School. Vice President Day congratulated Ms. Sloane and Ms. Van Sice and presented them with Certificates of Commendation.

B. Recognition of Ironwood Ridge High School Superintendent's Advisory Council

Natalie Burnett, Principal of Ironwood Ridge High School (IRHS), introduced Audrey Stattler, the IRHS Advisory Council member, who was in attendance. The 2016-2017 IRHS

Superintendent's Advisory Council included: Audrey Stattler, Jacob Allen, Taylor O'Connor, Karyssa Domingo, Tyler Goddard, McKayla Otuafi, Karyssa Quintana, David Dorame, Emilee Hill, Rebecca Jackson, CJ Mustain, Jonathan Pitts, Chris Miller, Gabi Lopez, Olivia Fun and Mason Whitaker. Vice President Day presented Certificates of Commendation to Principal Burnett for each of the students who were recognized for their efforts on the council.

C. Recognition of Amphitheater High School Wrestler, AIA Division III State Runner-up

Jon Lansa, Principal at Amphitheater High School (AHS), introduced Coach Portillo and Saul Payan. Saul, a Senior at IRHS, won the 2017 AIA Division III Wrestling State Runner-Up title. His record is 170-12 wins, the highest in Amphi High wrestling history, as well as three-time Sectional Champion, Finalist, and State Placer. Vice President Day presented Saul with a Certificate of Commendation for this recognition.

D. Recognition of Dianna Kuhn, AAGT Administrator of the Year

Ms. Dianna Kuhn, Rio Vista Principal, received the Administrator of the Year Award from the Arizona Association for Gifted and Talented (AAGT), for her dedication and support of Gifted learners, and advocacy for Gifted education at the school, District, and community level. Ms. Kuhn said that every child has a gift, and it is their responsibility to help them find their gift. President Grant presented her with a Certificate of Commendation for this recognition.

2. PUBLIC COMMENT¹

President Grant read the Open Call to the Audience procedures

Mr. Mick Steward addressed the Board requesting information regarding the release of an image, that included his son, in a public records request. He expressed his displeasure in the release of a photo even if it was not part of a permanent student file.

BoardBook Note: *The image that was released by the District was taken by a school staff member of Mr. Stewart and his son publicly protesting, on school property as parents dropped their children off at school. The image was not from the student's official files. The District followed the Freedom of Information Act (FOIA) requirements for release of documents in releasing the photo to a third party.*

Ms. Jo Holt addressed the Board regarding the resignation of Dr. Sanchez as Superintendent of Tucson Unified School District and pointed to the danger of allowing factions to drive a wedge between administration and teachers. Such as blaming the superintendent's salary for lack of classroom funding, instead of the failure of the Governor and State Legislature to provide appropriate funding. She urged the Amphi Family to create a united front in advocating for proper funding for public schools.

3. INFORMATION²

A. Oro Valley Update

Oro Valley Councilmember Mary Snider, liaison to the District, presented an update on the Town of Oro Valley. Ms. Snider expressed how much Oro Valley values Amphitheater School District and sets the bar for quality education for residents and children in the community. Residents choose to live in Oro Valley because it is safe and because of the schools. Ms. Snider and councilmember Bill Rodman attended one of Amphi's "Discover Amphi Tours" which she said was excellent, and other councilmembers can't wait to go on the next tour. She said upcoming opening of Innovation Academy is causing a lot of excitement. Oro Valley promotes awareness of quality education in the community, one such program is "Spotlight on Youth" held once a month at the Oro Valley Town Council meeting. Recommendations come from the schools to recognize student achievements including grade point average, community involvement, leadership, and other special qualities. For the past five months, Amphi students

have been recognized, including the Canyon del Oro High School orchestra which recently played at Carnegie Hall. In April, the Ironwood Ridge High School Culinary students will be recognized. Ms. Snider mentioned that the Tucson Arizona Boy's Chorus is forming a partnership with Oro Valley, and will be open to boys ages 6 -12. Ms. Snider said that Oro Valley is on solid financial ground, anticipating a surplus of \$750,000 at the end of the fiscal year and Oro Valley Town residents passed a 10-year general plan. Ms. Snider announced that the Federal Bureau of Investigation (FBI) pronounced the Town of Oro Valley as the safest city in Arizona. She also mentioned reports that rank Oro Valley schools in the top third of the State. Ms. Snider announced that Oro Valley Town Mayor Hiremath was one of two mayors to win a national arts award for the promotion of public art this year. Ms. Snider also shared information on roadwork and the new ordinance prohibiting use of phones in hand while driving.

B. Status of Bond Projects

Mr. James Burns, Executive Manager of Operational Support, presented information on the status of current bond projects at: Innovation Academy, Keeling Elementary, Amphitheater High School, Canyon del Oro High School, and Ironwood Ridge High School. See Exhibit A.

Mr. Leska inquired if the projects are being funded from the current Bonds that was just voted on. Mr. Burns clarified that the current projects are funded by the Bond that was passed in 2007. The new Bond will begin sales tomorrow. Mr. Leska asked for a list of what the new Bonds will be used for. Mr. Burns said that they will be visiting all the schools and prioritizing projects, some of which will be in the coming years, and will develop a list. Mr. Leska asked that Americans with Disabilities Act (ADA) bleachers at CDO be considered.

President Grant noted that the Clothing Bank volunteers are thrilled with the renovations that were done. Superintendent Nelson announced that the ribbon cutting at Innovation Academy is scheduled for June 2.

C. School Reports – LuLu Walker Elementary, Canyon del Oro High School and Innovation Academy

Walker Elementary School, Canyon del Oro High School, and Innovation Academy principals highlighted a program in their school and explained why parents should choose their schools. Exhibit B.

LuLu Walker Elementary – Ms. Erica Vasas, Principal at LuLu Walker Elementary, said that students at LuLu Walker were surveyed and asked what they like best about their school. They mentioned the clubs and the kind campus, but overwhelmingly they said their teachers. When staff were surveyed, they said the students. While events, programs, new initiatives, and clubs are important, it is the stories and people in the Walker family that weave the fabric of the school and make it special. She said, each day the staff leave their personal lives at the door to ensure each second of the day is focused on the students and their needs. Education is the great equalizer and puts everyone on the same playing field, which is what is strived for a Walker, and which the staff do very well. Every student is encouraged to dream big and work hard. Ms. Vasas highlighted the school's Odyssey of the Mind program, Girl Power in Engineering, Music Program, AVID, growing future teachers, celebrating the success of students and staff, and building relationships. What students experience outside the school's care cannot be controlled, but the relationships in school make a huge difference. It is reassuring that children at Walker know that when they walk through the gates they will be treated with respect, kindness, dignity, and will be challenged academically, and love unconditionally.

Canyon del Oro High School (CDO) – Mr. Paul DeWeerd, Principal at CDO, chose to highlight the character of Canyon del Oro High School and the students. He spoke about the “Dream Team” which is composed of students and peer leaders of the Life Skills classes at CDO. The Life Skills program is designed to allow students with disabilities opportunities to practice daily living skills, social skills, job skills, and independent skills both on campus and in the community. The goal is to support students in achieving their post-secondary goals for employment, education, training, and independent living. The Dream Team staff seeks to make the connection between the school community, greater community, and students with disabilities. The connection with the school community happens through peer leaders and inclusion in general education classes. Peer leaders are general education students who choose to become members of the Life Skills classroom working alongside students with disabilities. This reverse mainstreaming allows general education students to learn more about students with disabilities and create authentic relationships with them. By this, peer leaders see that they have more in common with students with disabilities than they initially thought. Through the CDO Adaptive PE class there are special peer leaders that participate and compete with our students through Special Olympics. They are called Unified Partners. Unified Partners practice and compete with Special Olympians in team sports such as: bowling, basketball, cheerleading, and track and field. Often students with intellectual and physical disabilities do not have opportunities to compete on a team sport and miss out on all the amazing benefits from this experience, including friendship. Unified partners in Special Olympics help create that opportunity. Dream Team students participate in almost all elective classes offered on campus, as well as academic classes. Their inclusion in general education classes is a testament to the general education teachers who welcome them into their classroom, set an example of how they are to be included in the classroom, and take ownership of their education. Seeing the example set in the classroom by their teachers, general education students see how individuals with disabilities are to be engaged with and spoken to. Some other areas that the Dream Team students have played a role in on campus include managers for the football and basketball teams, being elected as Homecoming King, participating in assemblies, leading cheers, and signing the National Anthem, partnering with other students in fun activities and service projects such as purchasing gifts for the Angel Tree, and caroling at local retirement homes. Students connect with the community through weekly community-based instruction, taking what they have learned in the classroom and applying it to real life, such as: grocery shopping, mailing items at the Post Office, volunteering at The Gardens retirement home, and ordering food at a restaurant. Over the years, acceptance by the community has grown and connected with Dream Team students. Creating a community of acceptance, inclusion, and kindness is the goal and vision that drives the philosophy of integration into the school community and greater community. Mr. DeWeerd concluded that parents should choose Canyon del Oro High School for their child(ren) because of the opportunities for students to make connections on campus with the diverse student and staff population, and for academic and elective programs such as Advanced Placement classes, the International Baccalaureate Program, Career and Technical Education classes, and a variety of clubs.

Innovation Academy - Mr. Michael McConnell, Principal at Innovation Academy, highlighted Innovation Academy K-5 STEM School’s Mini-Maker spaces for grades K-1, Maker Labs for grades 2-5, outdoor learning spaces for all levels, collaborative learning spaces, and the Innovation Academy Parent Teacher Organization. He said parents should choose Innovation Academy for their child(ren) because of the utilization of the Scientific Inquiry Method, Engineering Design Process, 5E Lesson planning -- Engage, Explore, Explain, Elaborate, Evaluate, and Project Based Learning. The new campus is designed to incorporate science, technology, engineering, and mathematics (STEM) learning. Mr.

McConnell said Innovation Academy will open in August 2017 for the 2017-2018 school year.

President Grant called for a break at 7:36 p.m.

D. Periodic Legislative Update - AMENDED March 6, 2017

Superintendent Nelson highlighted a few key pieces of legislation including SB1174 to cancel Desegregation funding; HB2016 to permit schools to request the transcripts of transfer students with permission of the parents (*there already exists a statute*); HB2082 to require 50 minutes of recess each day (*which would impact funding for staff, add to instructional time, etc.*); HB 2210 to create an assessment for College and Career readiness; SB 1136 to require one hour of instruction in coding for grades 4 -12; HB 2010 which would exclude any new employees from the Arizona State Retirement System (ASRS) beginning with passage of the law (*further damaging the ability to attract teachers to AZ*); HB2377 expanding the role of Boards to participate in teacher and principal evaluations; SB1042 to expand reciprocity for Arizona certification.

Mr. Leska asked why take new employees off state retirement, and what pension plan would be offered instead. Superintendent Nelson said that no substitute plan is mentioned. Mr. Leska asked what the strategy is on the bill. Superintendent Nelson said the strategy and end goal is uncertain. Not having a retirement plan will further effect the ability to attract teachers to the state. President Grant noted that without new members paying in there would be also be no monies to support current employees or those already drawing retirement. (Exhibit C)

E. Auditor General's Classroom Dollars Report 2016

Superintendent Nelson introduced the item saying that the report is a comparison of school districts, some of which are realistic comparisons, and some which are not. Some of the basis for determining the "scores" so to speak is odd.

Mr. Little reviewed the Auditor General's Classroom Dollars Report. The report is mandated by Proposition 301 and is still funded, although other portions are not. The Auditor General's Report looks at how public school district spend state money but does not require charter schools who receive state monies to do the same. Amphitheater has an efficient cost per mile in transportation operations, but high cost per rider as the District population is not dense. It is noted that the District is working with Arizona Department of Education to resolve student count discrepancies. Their calculations show 140 students higher, distorting the numbers. Other districts have the same problem. Some districts were able to spend Proposition 123 funds before June 30 and have the numbers included. Those who did not spend the funds until they were received will have those numbers on next year's report. Mr. Little noted that Arizona Department of Education made accounting code changes last year that increased the administrative cost numbers but are not an actual increase in dollars spent for administration. Amphitheater has the lowest administrative costs; however, the numbers shows how stretched thin we are in operations. An increase is shown in instruction support because two years ago the State changed the law changing the definition of classroom dollars; however, the Auditor General's formula is still used for comparison. (Exhibit D)

F. Projections of Site Staffing and Non-Staffing Allocations

Ms. Monica Nelson, Associate Superintendent, briefed the Board on the status of staffing projections for the 2017-2018 school year and noted that the District's budget is driven by enrollment. With the move to "current year funding" by the State, this year the District looked at average monthly enrollment over a period of five months (September to January) to begin discussions about staffing allocations. This year, using the District's average daily enrollment count data from September through January, the budget preparation process begins with

staffing and non-staffing allocations. After analyzing anticipated enrollment cohorts by grade level and other demographic information, such as expected property development, open enrollment trends and expectations, and other school level data, initial site staffing allocations are determined for the next fiscal year. The staffing allocations, as well as the enrollment projection data behind them, are also used to calculate non-staffing allocations for each school. One new component of the elementary projected enrollments is Innovation Academy. Ms. Nelson then reviewed sample staffing allocations and non-staffing allocations for elementary school, middle school, and high school based on projected enrollment.

President Grant noted that there is growth in the Painted Sky Elementary area and asked if Wilson K-8 and Ironwood Ridge High School are seeing the same growth. Ms. Nelson said that Wilson K-8 School's biggest growth factor is open enrollment of 134 students and confirmed registration would be needed to determine staffing. (Exhibit E)

G. Facilities Trades Apprenticeship Program - Groundskeeper I

Mr. James Burns, Executive Manager of Operational Support, briefed the Board on the proposed Facilities Trade Apprenticeship program. Operational Support struggles to maintain staffing within the Facilities and Grounds departments due to a lack of qualified applications for open positions. The lack of skilled construction and facility maintenance trades personnel is a problem for civilian companies and contractors in the Tucson area as well. Another developing issue is the aging of the District's skilled craftsman, with approximately 46% eligible to retire within the next five years. The turnover percentage in the Grounds department within the past two years has been very high. In an effort to control turnover in the Grounds department, and prepare skilled craftsman for the facility maintenance positions, we propose a skilled Trades Apprenticeship Program for the District. The Trades Apprenticeship Program is an effort to improve staffing and decrease turnover, while providing opportunities to our graduating students interested in Trade Programs that are offered by Pima Community College (PCC) in the Building & Construction Technologies Degree program, with concentrations offered in applicable areas. The program would convert eight Groundskeeper I positions over the next four years (two per year), to Trades Apprenticeship positions in the Grounds department. Participants would receive the same benefits as a full-time classified employee of the District. The positions would be directly advertised to upcoming graduates of Amphitheater Public Schools, expected to graduate with a minimum 2.5 grade point average (GPA). Applications will be accepted January - February each year and interviews conducted each April. The selected candidates' employment would begin on June 1 of each year. Mr. Burns went over the application requirements, program continuation requirements, the type of positions participants would work in during the program, and the credit reimbursement program to offset tuition and books.

Mr. Burns said that at the conclusion of the Trades Apprenticeship Program, participants could apply for open permanent positions within the District in their chosen trade, or as a fully qualified Groundskeeper. A two-year commitment to the District would be required with the acceptance of a permanent position. If there are no positions available, or the Apprentice is not selected for a permanent position, they would receive a letter of recommendation from Operational Support's Facilities Department. The Apprentice will take with them four years of on-the-job training experience and be dismissed by June 1 of the year they graduate with their Associates Degree.

Ms. Grant asked how students would be made aware of the program. Mr. Burns said that Counselors would notify students about the program and advertising would be used. Mr. Leska asked if there was a commitment at this point. Mr. Burns said there was no commitment yet, as the item has not been approved, and therefore could not be advertised. Mr. Leska

inquired about how students would pay for courses at PCC, and if students would pay upfront and be reimbursed by the District. Mr. Burns said that appropriate paperwork would need to be done and they would be reimbursed the amount noted per credit earned. They would also be earning a salary working for the District to help pay for their classes. (Exhibit F)

4. CONSENT AGENDA³

Details of agenda items, supporting documents and presentations are available for review in electronic BoardBook by clicking on the hyperlinks below each agenda item.

President Grant asked if there were Board Member requests to have any items addressed separately. There were none.

Vice President Day moved to approve Consent Agenda items A. - L. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5, opposed - 0 Appointment of personnel is effective provided all district, state, and federal requirements are met.

A. Approval of Minutes of Previous Meetings

The February 21, 2017 Board Meeting Minutes were approved as submitted. (Exhibit G)

B. Addendum to Approval of Appointment of Personnel

Certified and classified personnel were appointed. (Exhibit 1)

C. Approval of Personnel Changes

Certified and classified personnel changes were approved. (Exhibit 2)

D. Approval of Separation(s) and Termination(s)

Certified and classified personnel separations were approved. (Exhibit 4)

E. Approval of Leave(s) of Absence

Leave(s) of Absence were approved. (Exhibit 3)

F. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,663,973.14

A copy of vouchers for goods and services received by the Amphitheater Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized: FY 16-17.

Voucher #526	\$212,795.35	Voucher #527	\$884,739.70	Voucher #528	\$211,747.84
Voucher #529	\$13,292.12	Voucher #530	\$52,003.31	Voucher #531	\$160,782.81
Voucher #532	\$113,052.28	Voucher #533	\$15,559.73		

G. Acceptance of Gifts

The listed gifts and donations were accepted with gratitude. (Exhibit 5)

H. Receipt of January 2017 Report on School and Auxiliary Club Balances

The January 2017 School and Auxiliary Club Balances report was approved. (Exhibit 6)

I. Approval of Out of State Travel

Out of state travel was approved for students and/or staff. (Exhibit 7)

J. Approval of Grants

The Board approved a grant from Trico Electric Charitable Trust in the amount of \$500.00 and from Saddlebrooke Community Outreach in the amount of \$828.00. (Exhibit 8)

K. Appointment of Canyon del Oro High School Principal

The Board approved Ms. Tara Bulleigh as Principal of Canyon del Oro High School. (Exhibit 9)

L. Approval of New Position: Trades Apprenticeship Program - Groundskeeper I

The Board approved the Trades Apprenticeship Program - Groundskeeper I. (Exhibit 10)

5. **STUDY**

A. **Study of Proposed Revisions to Governing Board Policies: Policy Manual and Administrative Regulations (Introduction); BGD (Board Review of Regulation); DIE (Audits/Financial Monitoring); DJE Bidding/Purchasing Procedures); JFABD (Admission of Homeless Students); JFB (Open Enrollment); JFBA (Unsafe School Choice); JLCC (Communicable/Infectious Diseases); JR (Student Records); and LBD (Relations with Charter Schools)**

The Arizona School Boards Association have recommended revisions to these current policies to clarify language and to address changes in the law. Only legal references have been changed in revisions to Policies EBAA, JC, JB, JF, JFAA, JFAB, and JLH (not included) to reflect Every Student Succeeds Act (ESSA) of 2015's amendment of the NCLB and the No Child Left Behind Act of 2001.

Introduction to the Policy Manual and Administrative Regulations - Revised and updated with out-of-date language deleted. **BGD** (Board Review of Regulation) – Unnecessary wording removed from the second paragraph. **DIE** (Audits/Financial Monitoring) – Additional reference made to the Office of Management and Budget Compliance Supplement of June 2016. **DJE** (Bidding/Purchasing Procedures) - Modified in response to recent ASBA district audit questions pertaining to compliance in contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. A reference to 2 C.F.R. 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) has been added to the legal references. **JFABD** (Admission of Homeless Students) - The McKinney-Vento Homeless Education Assistance Improvements Act of 2001 as updated and reauthorized by the Every Student Succeeds ACT (ESSA) of 2015 is included in the policy. **JFB** (Open Enrollment) - A.R.S. 15-816.01 has been revised by HB 2665 to allow school districts to give enrollment preference to children who are in foster care and to allow charter schools, as authorized in an addition to A.R.S. 15-183, to give enrollment preference to children who are in foster care or meet the definition of unaccompanied youth prescribed in the McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a). Also, language eliminated language which is not supported in statute. **JFBA** (Unsafe School Choice) - Text and Legal References have been updated to reflect that the NCLB and the No Child Left Behind Act of 2001 has been amended by the Every Student Succeeds Act (ESSA) of 2015; also McKinney-Vento Homeless Education Assistance Improvements Act of 2001 now includes "as amended by reference to ESSA. **JLCC** (Communicable/Infectious Diseases) - Language updated to reflect the language in the Arizona Administrative Code, Title 9, Health Services, Chapter 6, R9-6-355 regarding pediculosis (lice infestations). **JR** (Student Records) - Text and Legal References have been updated to reflect that the NCLB and the No Child Left Behind Act of 2001 has been amended by the Every Student Succeeds Act (ESSA) of 2015; also McKinney-Vento Homeless Education Assistance Improvements Act of 2001 now includes "as amended by reference to ESSA. **LBD** (Relations with Charter Schools) - Deleted from the Manual as the authorizing statute has been rescinded.

Mr. Leska asked that the wording on page 134, About Board Policies, be changed to "is to set and adopt policy" in regard to the Board. Ms. Cox Golder commented it is something the Board recommends. Superintendent Nelson said that in the B-series it says "come from the Superintendent or Board".

Mr. Leska asked that the acronym OBD on p. 139, DIE Audits/Financial Monitoring, be spelled out. Vice President Day requested that all acronyms be spelled out. (Exhibit 11)

B. Study of Proposed 2017-2018 Student Code of Conduct

State law mandates that each school district Governing Board establish rules for student behavior and that such rules include consequences deemed appropriate. State and federal law also compel specific outcomes to some degree, such as where a student threatens the safety or security of a school campus or a student possesses a firearm. The Governing Board's Student Code of Conduct is the mechanism through which the Board communicates its expectations for student behavior and the consequences for violating those rules, consistent with state and federal law. A student's failure or refusal to comply with the rules of the district and/or his school holds the student subject to disciplinary action.

Suggestions for revisions and clarifications were solicited from district and site administrators who have the best "field" experience with applications of the Code's provisions. An effective Code must explain expectations for behavior so that all members of the school community can fully understand them; it must also provide fair and consistent guidelines for consequences to be applied when behavioral incidents do occur to help ensure schools are safe places for students, staff, and the public. The attached draft of the recommended revisions to the 2017-2018 Code of Conduct is intended to be easy to read, but at the same time comply with legal mandates for public schools which include the requirement for clear expectations and precise definitions.

The Board asked questions, engaged in discussion and provided suggested changes. Mr. Leska recommended that regarding bullying it read "unwanted" pushing, shoving, etc. as sometimes students engage in friendly horseplay. Superintendent Nelson said it would be taken into consideration. Mr. Leska said that gang signs, it should be added to the handbook for consistency. He also suggested that Disruptions to the Academic Process, inappropriate language and gestures could include gang slang and derogatory comments against a person's religion. Mr. Leska suggested that regarding inappropriate use of technology that it should read "using computers, digital and other technology on or off District property." He also suggested that on p. 175, regarding specific consequences that can be imposed for violations of the Code of Conduct, that school site administration should be authorized in case the principal is not available.

President Grant asked why racial slurs specifically were being listed on p. 173 7.D. as there are many slurs besides racial slurs. Superintendent Nelson said there have been several incidents involving racial slurs and administrators want to make sure it is identified. President Grant asked about gender slurs as it seems to be a big subject now. Superintendent Nelson said they would look at adding. (Exhibit 12)

President Grant called for a break that began at 9:08 p.m.

C. Study of REACH Report and Program

Superintendent Nelson introduced the item noting that School Operations embarked on a two-part study of the REACH program. Dr. Lopez prepared the first portion of the study earlier in the year and Ms. Nelson the second portion. As a result, an extensive report was developed by the REACH department. He asked Ms. Monica Nelson to explain more about the report.

Ms. Nelson thanked members of the REACH teacher group who worked on developing REACH Program ideals. Members of the group included: Cymry DeBoucher, Ruth Slattery, Lisa Larson, Jennifer Jones, Erica Sparlin, Charlotte Glenn, Landi Roark, Suzy Cook, Melanie Derksen, Joy Ellsworth, Vanessa Hill, Jessica Jacobs, Donna Shreve and Lauren Tanum.

Ms. Nelson noted that the process review involved student, parent, and teacher surveys; REACH teacher focus groups; review of documents already in place; data research; input from parents (via email and phone), and feedback from principals. The committee was comprised of Dr. Lopez and Mr. Bejarano as facilitators, parents, REACH teachers, classroom teachers, principals, and focus group members. The significant major themes from that report were: More time for students to have opportunities to be involved in the REACH program; programming availability; K-12 articulation and consistency from school to school; academic challenges, especially at the elementary level in the regular classrooms; expanded offerings available to students in all schools; socio-emotional development; college and career planning; current high school REACH offerings; and a better communication plan about services available and how to access them.

After receiving the report from the REACH committee, Superintendent Nelson, Dr. Lopez, Mr. Bejarano and Ms. Nelson reviewed the report to understand the breadth and scope. After discussion, they followed up with the REACH co-chairs Melanie Derken and Donna Shreve. The question was posed, that if not everything in the report could be done, which would cost over 1.2 million dollars, what would be the first steps that could be taken. Information was broken down into high school, middle school, and elementary school recommendations.

Currently, at the high school level, the REACH Program consists of an Honors Internship program for 12th grade. The committee recommended the following changes for high school REACH: addition of a Gifted and Talented 9th and 10th grade English class; creation of a regular 9th and 10th grade English classes and 9th and 10th grade Advanced Placement (AP) classes; using the cluster model, place REACH students in the 9th /10th grade English and AP classes, and have REACH teachers push into the classes; REACH teachers would provide co-teaching, alternative projects, extra assignments, resource assistance, mini seminars, and advocate for REACH students; Addition of a REACH elective for support in college applications, scholarships, resumes, personal statements, essays and speeches; develop a curriculum for the elective that could be incorporated into all 11th and 12th grade English classes; provide more advertising and information to parents of REACH students coming into 9th grade; professional development for Counselors to meet the needs of Gifted students, especially socio-emotional issues; and additional materials for 9th and 10th grade REACH English, 11th and 12th grade English and professional development

Currently, at the middle school level, the REACH program consists of a Humanities class offered through Social Studies. In conjunction with Mr. Bejarano, Humanities teachers developed a final assessment for Humanities students that is different from regular 7th and 8th grade Social Studies assessments.

The committee recommended the following changes for middle school REACH: addition of a REACH Advisory period for REACH students coming into 6th grade; addition of REACH Science class; addition of REACH elective class; identification process for students not currently identified as Gifted and Talented; review of signup and withdrawal process - some underachieving Gifted withdraw from class; create an Individualized Educational Plan (IEP) for Gifted students and meet with students before they withdraw from class; and addition of materials such as specific books and technology.

In the report, the elementary school level REACH program identified two major goals: Additional time for REACH students in the program; and consistent practice for full or partial acceleration.

Ms. Nelson and Dr. Lopez recommended that the Board consider increasing the time for REACH teachers to work with elementary school REACH students, by using a 2-hour per

week pull out program. To expand the program to two hours for each child, every week, would require an additional 3.3 FTE, with associated cost. Additionally, as REACH teachers are assigned to specific schools, dedicated time in their schedules will be needed to work with classroom teachers (the designated cluster classroom teachers) in order to provide them with ongoing, embossed professional development; mentoring in the classroom and co-teaching; alternative assignments for REACH students; small group work with students; and advocating for REACH students. Finally, a consistent practice is needed for determining full or partial acceleration for identified Gifted students, based on need and content area. Additional materials would be needed. A list of the estimated cost was explained in a Friday Memo the Board received.

Ms. Nelson and Dr. Lopez met with Ms. Shreve and Ms. Derken, and after reviewing the information, asked what their top priorities would be. Ms. Shreve and Ms. Derken listed the following priorities:

1. The first priority is the elementary expansion requiring an additional 3.3 FTE, which would cost approximately \$171,500.00. Along with the inclusion of "Department Head time" in their schedule for work in each school to assure consistent programs are in place, and articulation across the programs.
2. The second priority is the expansion of the REACH offerings at middle schools through English classes, as described in the report, along with the need for additional materials and technology.
3. The third priority is to provide the materials, technology and supplements for the middle school and elementary REACH classrooms. The K-8 cost would be approximately \$120,000.00.

Ms. Nelson noted, as the Board discusses the REACH recommendations, some recommendations will have little financial impact, and some would require looking at financial effects. Priority one would have financial impact on the District that could cost \$300,000.00. There would be ongoing costs with professional development and materials required for the high school model. However, on the last page of the report is a list of things the District has been able to do, or could do, with little financial impact. Some things can be provided through Title II, although those funds are limited. Some things can be provided by direction and discussion with the principals, such as identification of students who should be in the program. Some would require additional work, such as the development of a consistent communications plan. In addition, a way to outreach to parents and students would involve working with our Community Relations staff. Some things just require direction, such as access to MAP scores and REACH students in Tyler.

The Governing Board began questions, then discussion of the information presented. President Grant asked if there was a way to reduce the requirement to 1 FTE if 0.5 FTE was given to the schools that have a lower number of identified REACH students. President Grant said she sees a disparity among the schools based on the number of students. Ms. Nelson replied that not all schools would get 0.5 FTE and they do not all get 0.5 FTE now. The assignments would be based on two major factors: extra time with the students, and the support work with the cluster teachers. President Grant inquired if the Board decided not to do anything with the recommendation, would the District still look at the disproportionate numbers at the elementary level and change them. Ms. Nelson confirmed the District would look at. President Grant asked for clarification on how many REACH teachers there are currently at the high school level. Ms. Nelson stated that there are two REACH teachers; one REACH teacher covers Ironwood Ridge High and Amphitheater High, and one REACH

teacher (0.4 FTE) covers Canyon del Oro High School. President Grant then inquired how a teacher with 0.4 FTE could cover the addition of the push-in/push-out 9th and 10th grade REACH English classes. Ms. Nelson said currently estimating 9th and 10th graders, Canyon del Oro would need to set up four sections of English in 9th and 10th grade, in total. Ironwood Ridge would need approximately six sections and Amphi High approximately three sections.

Vice President Day said that the question of where we are with each of our REACH students is what prompted the original request to look at the REACH program. Too many people do not think there is a REACH teacher at the high school level. Vice President Day said regarding who was verbal, who was quantitative, etc., in reading through the report it sounds as if a student is identified REACH in Kindergarten, first and second grade, they will be identified verbally, as there is no test for quantitative. She then asked if that label stays with the student all the way to high school, that they are verbally gifted, based on the testing in grades K-2. Ms. Nelson said she would have to research that question also. Vice President Day said she also heard that if the District does not get relief for a particular school, there will be some students in grades K-3 who will not receive services, because the FTE does not cover it, and asked if that was a credible rumor. Ms. Nelson said she did not believe that would be the case if the staffing formula is changed, either by the Board's decision to add 3.3 FTE, or if administration restructures staffing. Ms. Nelson said what she believes happened over the years is that the REACH teachers worked with their Department Heads to create the assignments, and numbers have changed. She said what must happen, regardless of what the Board's decision is, is to look at the staffing and number of students and assign people to specific sites based on the numbers. Vice President Day pointed out that at the middle school level REACH students have a separate class, then we are wanting to push-in at the elementary School level and wanting to advocate for push-in for 9th and 10th grade. The middle school model is great, but we are not following it at the other levels. Ms. Nelson replied that currently, every middle school has a 1.0 FTE whether they have 70 or 154 students. Middle school principals will be making decisions on how to create those classes. Ms. Nelson said that when she was principal at Coronado K-8 School, she would look at the number of REACH students, and then would sit down with the REACH, English and Math teachers. They would look at the MAPS scores of all the students in the REACH program and then look at comparable scores of other students who might not have been identified as a REACH student, might have withdrawn from the REACH program, or never tested, and they added those students to the mix. It was not necessarily a class of all REACH students. Vice President Day said she was familiar with that practice.

Vice President Day said that in the past, the District would take students to the REACH teacher (by bus) so that there was not ten at one school and five at another. That allowed them to be with their Gifted their peers socially. Now we have 0.3 here and 0.4 there, and have teachers running around from location to location. Perhaps Dr. Lopez could shed some light as to why the District moved away from that practice. Dr. Lopez said that from what she recalls, there was a time when there were not nearly as many students identified in the Gifted program. Students were not identified in K-1, and there were not as many students in each of the schools. When she was a REACH teacher, the students were bused to her because there were not enough students for her to go to. At one point, she had five elementary schools, and rather than her moving, she had a central location behind Rillito Center. When the cluster model came, teachers needed to be in the schools. Vice President Day inquired where the cluster program was at this time, and if cluster time with REACH students was included in the discussion of how much time REACH teachers have with REACH students. In the report, there is one school that is only getting 30 - 45 minutes of REACH teacher time a week, and it is unclear if that includes the cluster time when they are receiving services. Dr. Lopez said it

does not. Ms. Day said that piece of information should be included in the future. If the plan is to cluster in 9th and 10th grade, and that is going to count as time for REACH, then clustering in elementary should also count as time.

Vice President Day asked what role Ms. Shreve and Ms. Derksen played, what their amount of release time is, and if when looking for FTE, it would be better spent adding their release time to the FTE where teachers are dealing with students. Ms. Nelson said it is her understanding that they do not have release time right now; they get a stipend or addendum for being Department Chairs. They host meetings with the REACH teachers, coordinate activities for the REACH group, and conduct book studies. There is not time. To have meaningful activities in the cluster classrooms, where they spend the bulk of the day, and if they have pull-out experience with REACH teachers two hours per week, there needs to be an opportunity in the REACH Department Chairs' schedule to visit the schools and provide additional direction for the consistency and articulation of the program. Vice President Day asked how much release time was needed for school visits. Ms. Nelson said 0.4 total with each getting 0.2. Vice President Day replied that she thinks that is a good idea and suggested that Dr. Lopez train them as classroom evaluators so they can look at the instruction. Perhaps they could assist the administrator with evaluations, especially on the REACH portion.

Vice President Day asked if REACH is considered a classroom. If the Amphi Foundation says they are going to put five Chromebooks in every classroom, does that include a REACH classroom. Ms. Nelson said she believes that is not part of the concept; however, as seen in the report, REACH teachers need some dedicated technology.

Vice President Day asked what the criteria is for a class to become a weighted class. For example, in the report, Academic Decathlon and Model United Nations are weighted classes. Superintendent Nelson asked Mr. Bejarano to respond to the question. Mr. Bejarano responded saying that a class had to have course work that had rigor, rigor was defined a very rigorous course requiring extra work. Advanced Placement standards were used, Cambridge and International Baccalaureate and other courses where rigorous and extra work was required such as Academic Decathlon also became weighted classes. Now, anything with a college strand, such as engineering courses are weighted. Vice President Day asked for the criteria that the committee came up with in writing. Vice President Day said she has concern about the Honors Internship class being merged in with the Career Internship, and would like it to be merged with the higher denominator of coursework.

President Grant asked if this REACH report was shared with the REACH staff, besides Ms. Shreve and Ms. Derken. Ms. Nelson said it was written for the Board as a Friday Memo, and as such has not been shared with anyone else at this point. President Grant then said that Ms. Shreve and Ms. Derken should share it with the REACH teachers. President Grant said that there was a lot of information to consider and there would be more questions. (Exhibit 13)

Agenda Item Specific Public Comment

President Grant asked Ms. DeBoucher if she would still like to make her public comment on the Study of REACH Report and Program. Ms. DeBoucher indicated she would. Ms. Grant then read the Agenda Item Specific Call to the Audience procedures.

Cymry DeBoucher thanked the Board for initiating the review of services the Gifted program and demonstrates our District's commitment to the needs of this special population. She asked the Board that before making decisions, to review very carefully the information presented, as the process itself may have led to some inaccuracies and misinterpretations. The written reports developed by various redesign committees for elementary, middle school, and high school programs are summaries of much more involved research and deliberation. After those reports

were submitted, the Department Chairs further summarized them. She said the report heard tonight was drawn from a summary of a summary, and therefore may have some unintended differences than the original discussions and research. She would like to meet with the Board to clarify data and research for Gifted education. Ms. DeBoucher said that the original report that was presented by Dr. Lopez at the Board meeting last June included concerns about equitable distributions of FTE, which has been very well discussed here tonight in terms of a redistribution formula. She felt that the numbers at the high school levels do not match what she heard tonight, and the numbers she has from February 2, 2017. The numbers she received from the AHS secretary showed that Amphi High School, which is at a 0.4 FTE, has 97 identified REACH students with a ratio of 24 students to 0.1 FTE. Canyon de Oro High School has a 0.4 FTE for 230 identified REACH students for a ratio of 57.5 students to 0.1 FTE. Ironwood Ridge has 0.6 FTE for 236 identified REACH students for a ratio of 39 students to 0.3 to 0.1 FTE. She asked that there be a redistribution of FTE at all three levels of the program.

D. Study of Proposed Governing Board Policy IHAMC (Instruction and Training in Cardiopulmonary Resuscitation)

This Item was moved to the April 4, 2017 Regular Board meeting agenda. (Exhibit 14)

6. STUDY/ACTION

A. Study/Adoption of Governing Board Meeting Schedule for 2017-2018 Fiscal Year

Vice President Day moved to adopt the 2017-2018 Governing Board Meeting schedule as presented. Mr. Leska seconded the motion. There was no discussion. Voice vote in favor – 5, opposed-0. (Exhibit 17)

B. Study, and Action if Appropriate, Regarding Proposed Addition of Beach Volleyball to Interscholastic Sports Program

Mr. Nelson introduced the item saying that it is on the agenda as a Study/Action Item for the Board to discuss and take action if they wish.

President Grant said she would like to continue discussing the item on the April agenda, and would like a breakdown of the costs. Vice President Day said she would like to see the Gilbert School District Sand Volleyball field agreements and what the costs were. It is her understanding that they utilized club volleyball people to build their fields, and the money comes back in from their rental of the facility. She would like to see the majority of our costs defrayed.

President Grant said she would also like coaches, principals, and the athletic department staff to begin the process of exploring donated work and materials (sand). If there are people willing to donate, it would help defray some of the costs if we were to proceed. (Exhibit 16)

7. ACTION

A. Approval of District Calendar for School Year 2018-2019

Vice President Day moved to approve the 2018-2018 District Calendar as presented. Ms. Cox Golder seconded the motion. There was no discussion. Voice Vote in favor – 5, opposed – 0. The District Calendar for School Year 2018-2019 was approved as submitted. (Exhibit 17)

B. Approval of Revisions to Governing Board Policies BDF (Advisory Committees); IKF (Graduation Requirements); JICI (Weapons in School); and JJJ (Extracurricular Activity Eligibility)

Mr. Nelson reviewed the minor changes to the policies required due to changes in State law.

Vice President Day moved to approve revisions to Policies BDF, IKF, JICI and JJJ as written. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The revisions to Policies BDF, IKF, JICI and JJJ were approved as submitted. (Exhibit 18)

C. Approval of Revisions to Governing Board Policy IHBG (Home Schooling)
(Exhibit 19)

Agenda Item Specific Public Comment

President Grant reminded the audience of the Call to the Audience procedures.

Ms. Jessica Stealey addressed the Board regarding allowing homeschooled students to take classes in Amphitheater schools. She encouraged the Board to approve the proposed changes to Policy IHBG, which would allow homeschooled students to partial enroll. She urged the Board to defer a vote until more information could be reviewed. Ms. Stealey thanked the Board Members, and Superintendent Nelson for consideration of the issue and urged the Board to pass the proposed changes.

Superintendent Nelson reminded the Board that several months ago this was topic was addressed, homeschoolers attending public school classes, and the example of a music class. At the February Board meeting, upon direction by the Board, we offered a couple of policy changes because one of the concerns had to do with finances, and whether the District would be reimbursed. The proposal at that time was that homeschooled students would have to sign up for two classes in high school, half day in elementary, and four classes in middle school for the District to receive funding. Under extra-curricular interscholastic activities, you will see the words “and extra-curricular,” which was suggested by Mr. Leska at the February 7 Board meeting. When the revisions were shared with our school administrators, they pointed out how the graduation rate is figured by the State. It starts with a cohort when a student is a 9th grader. Based on the information we had from homeschool parents that made public comment, they would be taking some classes, and even if they took two classes in high school, they would never graduate, and that would detrimentally reflect in our graduation rate. Secondly, there is a problem because of the way the AZMerit testing law is structured. Superintendent Nelson asked Ms. Nelson to explain.

Ms. Nelson explained that as part of the new provisions regarding AZMerit from the Arizona Department of Education, students will have taken three English tests and three Math tests by the time they graduate. The schools are responsible for ensuring students take those tests. The concern that came up when we re-read the State Plan is that they are trying to serve two masters. One is the 95% testing rate that is required, and the other is the “opt out”. If a school does not meet its 95% testing rate, it is required to develop a plan to state how it will meet the rate, even though the Every Student Succeeds Act (ESSA) also allows parents to opt out. So now the plan that the State has put forth for part of the accountability in ESSA is that every student, who is enrolled and who does not take the tests, counts as a zero. When averaging passing rates, those students who do not take the test would be counted as a zero. Starting this year, 9th graders are required to have documentation from their freshman year to their senior year that they have posted three English and three Math tests.

Superintendent Nelson said that because of those two concerns, that on the Board item tonight his recommendation is that rather than adopting the changes that were discussed at the February 7 meeting, that no revision to the existing policy be approved at this time. Superintendent Nelson said he cannot recommend passing something that will clearly, adversely affect the District’s graduation rate. He noted that Ms. Stealey mentioned looking into how some other districts are dealing with it. If the Board would like to postpone this until next month’s meeting, the administration could provide information on this.

President Grant asked the Board what their preference was. Dr. Baker said he would like to have confirmation that if a student attends one class at a high school that they need to graduate from that high school, if that is what is being stated. Superintendent Nelson confirmed it is, as the graduation rate is based on the cohort over four years. Dr. Baker asked that if a student takes a class in 9th grade, they are considered a 9th grade student in that cohort, because there is not some kind of stipulation for that occurring, as far as we know. Superintendent Nelson said there isn't, that part we are sure about. A student is part of a cohort the minute they take a 9th grade class, they are part of that cohort and the graduation rate is figured over the next four years.

Mr. Leska moved to table the Item until the Board receives information on how other districts are handling enrolling homeschooled students in high school courses. Vice President Day seconded the motion. There was no further discussion. Voice vote in favor – 5, opposed – 0. The Item was tabled.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Mr. Leska requested a Friday Memo regarding training on sports concussions for students and staff and what type of permission forms parents sign for student computer use.

Vice President Day requested a Study/Action item on Sand Volleyball, homeschool students, and REACH.

President Grant requested a Friday Memo on Cardiopulmonary Resuscitation (CRP) training and to hear from REACH staff regarding the REACH program.

PUBLIC COMMENT

There was no further public comments.

ADJOURNMENT

Vice President Day moved that the meeting be adjourned. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5, opposed – 0. The meeting adjourned at 10:20 p.m.

Minutes respectfully submitted for Governing Board Approval
Karin Smith, Executive Assistant to the Superintendent & Governing Board

January 11, 2021
Date

Deanna M. Day, M.Ed., Governing Board President

January 12, 2021
Date



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Approval of Vouchers Totaling and Not Exceeding Approximately \$2,827,602.30
(Final Total)**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: January 11, 2021

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Acceptance of Gifts**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: December 09, 2020

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	01-12-21
Ck in the amount \$2,500.00	Casas Adobes Congregational Church	Keeling Elementary
Ck in the amount \$120.00	Raytheon	Keeling Elementary
Ck in the amount \$600.00	Fidelity Charitable	Innovation Academy
Ck in the amount \$60.00	The Blackbaud Giving Fund	Ironwood Ridge High School
Ck in the amount \$270.00	Raytheon	Ironwood Ridge High School
Ck in the amount \$500.00	AAUW Northwest Tucson	Walker Elementary
83 Book Sets	Cheryl Land	Nash Elementary
Ck in the amount \$250.00	The Collins Rev Living Trs	Walker Elementary
School Supplies	Donors Choose	Canyon del Oro High School
Ck in the amount \$48.00	Raytheon	Canyon del Oro High School
Green House Repairs & Beautification	Lowes Store #1638	Rillito Center
Ck in the amount \$600.00	Fidelity Charitable	Amphitheater High School
Ck in the amount \$96.00	Fidelity Charitable	La Cima Middle School
Ck in the amount \$575.00	Fidelity Charitable	La Cima Middle School
Ck in the amount \$4,085.00	Fidelity Charitable	La Cima Middle School
Ck in the amount \$740.00	Community Food Bank of Southern Arizona	Prince Elementary
Ck in the amount \$509.77	Casas Adobes Congregational Church	Keeling Elementary
Ck in the amount \$4,650.00	Fidelity Charitable	Keeling Elementary
Ck in the amount \$200.00	Bill & Emma Jaap	Keeling Elementary
Ck in the amount \$200.00	MaryAnn Eberbach	Keeling Elementary
Ck in the amount \$1,000.00	Arizona Farm Bureau Federation	Amphitheater High School
Ck in the amount \$400.00	Margaret Ann Ellsworth	Walker Elementary
Ck in the amount \$1,000.00	Anonymous	Mesa Verde Elementary
Ck in the amount \$200.00	Vernon Dickerson	Canyon del Oro High School
Ck in the amount \$600.00	Fidelity Charitable	Amphitheater High School
Ck in the amount \$500.00	Richard & Joyce Wendtland	Donaldson Elementary
Ck in the amount \$4,800.00	Fidelity Charitable	Prince Elementary
Ck in the amount \$93.00	Fidelity Charitable	Prince Elementary
Ck in the amount \$400.00	Lewis & Ann Roscoe	Walker Elementary



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Approval of Parent Support Organization(s) – 2020-2021**

BACKGROUND:

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

- Cross Middle School PTA
- Canyon del Oro Odyssey Boosters
- Canyon del Oro Choir Boosters
- CDO Spritline Booster
- Prince PTO
- Donaldson PTO
- Cross Middle School Band Boosters
- Amphitheater Middle School PTO

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve this (these) organization(s).

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: January 4, 2021

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2020-2021

Name of Organization Cross Middle School PTO School Cross Middle School

Related Student Organization or Club _____ Taxpayer I.D. 80-0534224

OFFICERS:

Name: Leann Calvin

Name: Robyn Yewell

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/20

Date taking office: 07/01/20

Name: Carie Deatherage

Name: Amanda Campion

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/17

Date taking office: 07/01/20

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? every other month Executive meetings held how often? monthly

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

Leann Calvin 8/30/2020
Signature Date

R Yewell 08.30.20
Signature Date

Carie Deatherage Aug 30, 2020
Signature Date

A Campion Aug 30, 2020
Signature Date

Site Administrator's Approval: [Signature]
Signature

11/10/20
Date

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 11/2/21

Rec'd 11/24/20

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

School Year 2020-2021

Name of Organization Canyon del Oro Odyssey Boosters School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 83-2447586

OFFICERS:

Name: Amy Boynton

Name: Jenny Basye

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/24/19

Date taking office: 10/24/19

Name: Tony Trinh

Name: Deanna Neumann

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/23/20

Date taking office: 10/23/20

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? as needed Executive meetings held how often? as needed

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

[Signature] _____
Signature Date 11/23/2020

[Signature] _____
Signature Date 11/24/20

[Signature] _____
Signature Date 11/24/2020

[Signature] _____
Signature Date 11/25/20

Site Administrator's Approval: [Signature] _____
Signature Date 11/25/20

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 11/21/21

Rec'd 12/1/20

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

School Year 2020-2021

Name of Organization Canyon del Oro Choir Boosters School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 84-3394994

OFFICERS:

Name: Michael Bott

Name: Stephanie Kirkland

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/08/19

Date taking office: 9/2/20

Name: Alycia Baehr

Name: Julie Eblen

Office Held: _____

Office Held: _____

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/02/20

Date taking office: 10/08/19

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? Once per quarter Executive meetings held how often? Once per quarter

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

<u>[Signature]</u>	<u>9/19/20</u>	<u>[Signature]</u>	<u>11-23-20</u>
Signature	Date	Signature	Date

<u>Alycia K Baehr</u>	<u>9/19/20</u>	<u>[Signature]</u>	<u>11-24-20</u>
Signature	Date	Signature	Date

Site Administrator's Approval: <u>Tara Bullrich</u>	<u>12/7/20</u>
Signature	Date

For district use: Finance Department recommendation: approval

Governing Board Agenda date: 1/12/21

Rec'd 12/8/20

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

School Year 2020-2021

Name of Organization CDO Spritline Booster

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 85-3866059

OFFICERS:

Name: Brittany Dundon

Name: Angeline Klein

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/28/20

Date taking office: 10/12/20

Name: Kari Hazel

Name: Jill Martin

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/12/20

Date taking office: 10/12/20

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

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

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

Are two signatures ^{or written approvals} required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? 1/month Executive meetings held how often? 1/month during school year

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

Signature Brittany A Dundon Date 11/18/20 Signature Angeline Klein Date 11/18/2020
 Signature [Signature] Date 11/19/20 Signature Jill Martin Date 11/19/2020

Site Administrator's Approval: [Signature] Date 11/25/20

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 1/22/21

Revd 12/1/20

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

School Year 2020-2021

Name of Organization Prince PTO School Prince Elementary

Related Student Organization or Club _____ Taxpayer I.D. 20-5606678

OFFICERS:

Name: Celia Reeves

Name: Nicole Perez

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 10/12/20

Date taking office: 10/12/20

Name: _____

Name: _____

Office Held: _____

Office Held: _____

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: _____

Date taking office: _____

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? _____ Executive meetings held how often? _____

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

Celia A Reeves 10/12/2020
Signature Date

Nicole Perez 10/12/2020
Signature Date

Signature _____ Date _____

Signature _____ Date _____

Site Administrator's Approval: [Signature]
Signature

12/1/20
Date

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 1/12/21

Rec'd 12/1/20

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

School Year 2020-2021

Name of Organization Donaldson PTO

School Donaldson Elementary

Related Student Organization or Club _____

Taxpayer I.D. 86-0800096

OFFICERS:

Name: David Fishman

Name: Camile Nau

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 05/09/19

Date taking office: 08/01/20

Name: Alicia Mujica

Name: Monica Bouck

Office Held: Vice President

Office Held: Vice President

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 02/01/20

Date taking office: 09/01/20

FOR ADDITIONAL OFFICERS, PLEASE ADD A SEPARATE, ALIGNED PAGE.

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? Once per month Executive meetings held how often? Once per month

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

[Signature] _____ 9/17/20
Signature Date

Monica Bouck _____ 9/18/20
Signature Date

Chau _____ 10/27/20
Signature Date

Alicia Mujica _____ 11/3/20
Signature Date

Site Administrator's Approval: [Signature] _____
Signature Date

[Signature] _____ 11/18/20
Signature Date

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 98 11/2/21

Revd 11/30/20

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

School Year 2020-2021

Name of Organization Cross Middle School Band Boosters

School Cross Middle School

Related Student Organization or Club _____

Taxpayer I.D. 41-2274852

OFFICERS:

Name: Leann Calvin

Name: Robyn Yewell

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 7/1/20

Date taking office: 7/1/20

Name: Mandy Quelland

Name: Jessica Stealey

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 7/1/20

Date taking office: 7/1/20

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? once a month Executive meetings held how often? once a month

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

Leann Calvin 10/25/2020
 Signature Date
~~Signature~~ Jessica Stealey 12/14/2020
 Signature Date

R. Yewell 12/7/20
 Signature Date
~~Signature~~ A. Quelland Oct 26, 2020
 Signature Date

Site Administrator's Approval: [Signature] 12/17/2020
 Signature Date

For district use: Finance Department recommendation: approved
 Governing Board Agenda date: 1/12/21

Revd 12/9/20

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

School Year 2020-2021

Name of Organization Amphitheater Middle School PTO

School Amphitheater Middle

Related Student Organization or Club _____

Taxpayer I.D. 20-3440698

OFFICERS:

Name: Deborah Ingram

Name: Elbert Ingram

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 12/1/20

Date taking office: 12/1/20

Name: _____

Name: _____

Office Held: _____

Office Held: _____

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: _____

Date taking office: _____

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No

Member meetings held how often? Once per month Executive meetings held how often? Once per Month

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

Deborah Ingram 12-1-2020
Signature Date Signature Date

Elbert Ingram 12-1-2020
Signature Date Signature Date

Site Administrator's Approval: Angela Wickers 12/1/2020
Signature Date

For district use: Finance Department recommendation: a pprnod
Governing Board Agenda date: 1/12/21
100

Rec'd 12/17/20



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

DATE OF MEETING: **January 12, 2021**

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

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: December 14, 2020

Todd A. Jaeger, J.D., Superintendent

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

Beginning Balance	\$ 2,365,297.68
Plus Deposits	128,423.96
Less Disbursements	<u>(95,141.89)</u>
Ending Book Balance For All Schools	<u><u>\$2,398,579.75</u></u>
Outstanding Deposits	(252,897.25)
Outstanding Checks	<u>48,547.59</u>
Ending Bank Balance For All Schools	<u><u>\$2,194,230.09</u></u>

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

Beginning Balance	\$ 650,695.18
Plus Deposits	61,353.66
Less Disbursements	<u>(29,782.12)</u>
Ending Book Balance For All Schools	<u><u>\$682,266.72</u></u>
Outstanding Deposits	\$ (27,935.00)
Outstanding Checks	<u>18,146.02</u>
Ending Bank Balance For All Schools	<u><u>\$672,477.74</u></u>

**Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending November 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
Amphi Middle School Total	\$10,859.22

Copper Creek Elementary

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

Coronado K-8 Schools

Elementary Student Council	\$4,758.12
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	2,970.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,012.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	253.00
Coronado Total	\$22,876.12

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
Cross Middle School Total	\$25,851.03

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

<u>Donaldson Elementary</u>	
Student Council	\$1,436.40
-Deposits in Transit/+Outstanding Checks	0.00
Donaldson Total	\$1,436.40
<u>Harelson Elementary</u>	
Student Council	\$921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	0.00
Harelson Total	\$1,354.24
<u>Holaway Elementary</u>	
Student Council	\$856.24
-Deposits in Transit/+Outstanding Checks	0.00
Holaway Total	\$856.24
<u>Innovation Academy</u>	
Student Council	\$1,374.07
Algebra Club	\$395.37
Entrepreneur Club	\$43.90
Odyssey of the Mind	\$3,287.47
-Deposits in Transit/+Outstanding Checks	\$0.00
Innovation Academy Total	\$5,100.81
<u>Keeling Elementary</u>	
Student Council	\$930.71
-Deposits in Transit/+Outstanding Checks	0.00
Keeling Total	\$930.71
<u>La Cima Middle School</u>	
Student Council	\$8,739.97
NJHS	1,108.00
-Deposits in Transit/+Outstanding Checks	0.00
La Cima Total	\$9,847.97
<u>Mesa Verde Elementary</u>	
Student Council	\$3,946.90
-Deposits in Transit/+Outstanding Checks	247.00
Mesa Verde Total	\$4,193.90
<u>Nash Elementary</u>	
Student Council	\$1,913.00
-Deposits in Transit/+Outstanding Checks	0.00
Nash Total	\$1,913.00

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

Painted Sky Elementary

Student Council	\$2,628.26
Nature Shop	\$1,713.54
Orchestra	\$358.97
Band	\$184.45
Chorus	\$591.45
Milers	\$536.48
OM	\$951.79
Bagel & Books	\$42.80
Sign Language	\$87.00
Algebra	\$0.00
Yoga	\$169.00
NEHS	\$8.32
Garden Club	\$8.00
Sewing Club	\$3.05
Art Club	\$110.00
Sports Club	\$120.01
-Deposits in Transit/+Outstanding Checks	-44.18
Painted Sky Total	\$7,468.94

Prince Elementary

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

Rio Vista Elementary

Student Council	\$1,061.98
-Deposits in Transit/+Outstanding Checks	0.00
Rio Vista Total	\$1,061.98

Walker

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

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
Wilson Total	\$24,854.64

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

Total K-8 Club Balances			<u>\$125,086.72</u>
		Plus: Outstanding Checks	\$0.00
		Less: Outstanding Deposits	-300.00
		Less: NSF/Bk Charges	0.00
		Bank Deposit Errors	0.00
		Bank Balance	<u>\$124,786.72</u>
		Sweep Account	\$ 124,786.72
			\$0.00

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

1001 Student Council	\$ 9,033.80	1520 Media Club	1,223.37
1001-ICC Student Council - ICC	3,794.36	1560 National Honor Society	75.72
1035 Art Club	881.41	1590 Odyssey of the Mind	876.16
1070 Band Club	179.46	1600 Orchestra Club	1,006.17
1080 Baseball/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	673.77
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	6,077.56	1835 Girls Tennis Club	11.72
1235 FFA - Fair Checks	12,250.00	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	1,788.75
1265 Equality Club	360.00	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	3,400.78		
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 \$78,902.50

Plus: Outstanding Checks	152.54
Less: Outstanding Deposits (Inc CC's)	-368.00
NSF Checks/Void/Stale/Account Adj	0.00
Bank Balance	<u><u>\$78,687.04</u></u>

Sweep Account \$ 78,687.04

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

1001 Student Council	\$ 47,489.74	1400 HOSA-Bio Science	\$ 308.58
1020 Academic Decathlon	434.32	1420 IB Club	259.47
1031 Black Excellence Student Union	76.77	1470 Soccdeer - 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	1,976.53
1060 Asian American Cultural Society	18.11	1530 Model Un	78.84
1070 Band Club	200.00	1560 National Honor Society	390.32
1081 Be Kind /Ben's Bell Club	465.64	1575 United Native Nations	-
1083 Biology Club	486.95	1590 Odyssey of the Mind	6,922.16
1084 Bowling Club	347.85	1600 Orchestra Club	3,309.55
1085 Boys Golf	9,372.55	1640 Ping Pong	-
1110 Basketball - Girls	7,818.64	1650 Psychology Club	28.00
1113 Drama Club	4,856.74	1710 Math Club	205.72
1115 Choir	14,597.80	1740 Sign Language Club	3.67
1118 Engineering Club	843.85	1742 Senior Spirit Squad	649.90
1128 Mountain Bike	-	1743 Skills USA_Architecture	2,895.56
1140 Chemistry Club	352.64	1744 Skills USA Autos	3,253.24
1145 Chess	-	1745 Soccer Boys	2,327.60
1150 Culinary Arts/FCCLA	3,666.62	1755 Society	-
1155 Catering	10,948.74	1770 Softball Club	8,712.00
1172 Dance	7,918.06	1780 Spanish Club	841.23
1180 Boys Basketball	2.66	1785 Spiritline/ Cheer	5,290.84
1200 Dream Team	3,161.85	1791 Cross Country	2,067.45
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	859.73
1224 Entrepreneurship Club	203.00	1830 Swim Club	11,181.89
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	1,400.00
1245 French Club	126.76	1880 Unicycle	-
1255 Photography Club	2,894.51	1905 Volleyball-Beach	365.00
1267 LGBTQ+	254.62	19401 Young Life	-
1270 German Club	353.95	1950 Bookstore Over/Under	-
1280 Golf - Girls	-		
1290 Wrestling	2,361.76		
1300 Football Club	28,210.08		
1345 Take-A-Hike Club	133.18		
1350 Boys Volleyball	780.18		

CDO High School Total Clubs	<u>\$236,102.12</u>
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Plus: Outstanding Checks	5,608.32
Less: Outstanding Deposits Inc CCs	-22,503.00
Deposit Adjustment	-
NSF Checks/Void/Stale/Account Adj	-
Bank Balance	<u>\$219,207.44</u>

Sweep Account	\$219,207.44
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**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending November 30, 2020**

1001 Student Council	\$ 31,920.04	1470 Girls Soccer	5,680.48
1035 Art Club	2,320.43	1515 Musical Club	14,320.62
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	3,849.96
1075 Cares for Kids	212.37	1590 Odyssey of the Mind	-
1080 Baseball	-	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	26,153.74	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	4,409.91	1785 Spirit-Cheer Club	2,613.85
1180 Boys Basketball	577.98	1790 Cross Country	1,179.79
1203 Pop till you Drop	1,209.30	1800 Sports Medicine	280.00
1215 Animal Club	-	1830 Swim Club	2,898.28
1227 Yearbook	14,615.43	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	2,695.30
1255 Film	1,301.93	1860 Track & Field	1,362.81
1260 Gaming	107.95	1900 Volleyball-Girls	21,483.69
1265 Q Club	304.57	1905 Beach Volleyball	23,850.64
1275 Girls Golf	51.33	1910 So. AZ Veterans Heritage Club	1,547.91
1285 History/Travel	1,130.69	1940 Young Life	15.00
1290 Wrestling	753.12	1950 Bookstore O/S	-
1300 Football	32,147.79		
1340 Peer Support	-		
1350 Boys Volleyball	5,751.74		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	954.77		

IRHS School Total Clubs \$242,175.38

Plus: Outstanding Checks	12,385.16
Less: Outstanding Deposits (Inc CC's)	-4,764.00
NSF Checks/Void/Stale/Account Adj	0.00
Deposit Error/Adjustments	0.00
Bank Balance	<u><u>\$249,796.54</u></u>

Sweep Account \$249,796.54

\$0.00



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Annual Approval of All Authorized Signatories on District Checking Accounts
for the 2020-2021 Fiscal Year**

BACKGROUND:

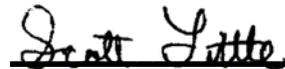
Staff retirements and subsequent new hires requires modification to the list of authorized signatories.

The attached listing represents recommended authorized signatories on all District checking accounts for the 2020-2021 fiscal year.

RECOMMENDATION:

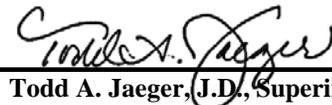
It is the recommendation of the Administration that the Governing Board approve this listing of signatories for all District checking accounts for the 2020-2021 fiscal year.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: January 4, 2021



Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS
DISTRICT CHECKING ACCOUNTS
2020-2021

Revised 12/28/2020

<u>OPERATING ACCOUNT</u>	<u>Well Fargo Bank ACCOUNT #</u>	<u>AUTHORIZED SIGNATURES</u>
Operating Sweep Account	052-9786493	Scott Little
Flexible Transfers In & Out	052-9786485	Clifford Wadhams
Direct Deposit In & Out	674-4101186	Casie Curtis
Clearing In & Out	408-4002182	Tanya Hermanson
District Tax Credit Clearing	700-0388392	Janet Ellis
Food Service In & Out and Revolving Account	052-9787038 072-8892605	Scott Little Clifford Wadhams Teresa Cribbs Stephanie Jones
District Revolving Account	052-9786477	Scott Little Clifford Wadhams Eileen Althouse Debra Elish Kimberly Kernohan
Amphi Public Schools FBO Individual EPARS Participants TSA Consulting Group Inc and Benefits Account	2000045003743 453-9601887	Scott Little Clifford Wadhams Joseph Murrieta
Health Saving Account		
District Student Activities and Auxiliary Activities	408-4101180 409-4801180	Scott Little Clifford Wadhams Eileen Althouse Debra Elish Kimberly Kernohan Tanya Hermanson
Amphi High Student Activities and Auxiliary Activities	072-8504242 072-8501321	Scott Little A.J. Malis Glenda Arffa David Humphreys Geneva Carry Robinson
C.D.O. High Student Activities and Auxiliary Activities	052-9792012 052-9786469	Scott Little Tara Bulleigh Donald Enright Marco Dominguez Amanda Magelli Rose Sverdrup
Ironwood Ridge High Student Activities and Auxiliary Activities	052-9789935 612-2124529	Scott Little Matthew Munger Kristie Stevens Terri Amonson Brent Spencer Vanessa Klier Marjorie Nelson Joan Ferell



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

DATE OF MEETING: January 12, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Amphitheater High School
Central Plant 1 Chilled Water Line Repair

BACKGROUND:

On December 21, 2020 the District submitted a School Facilities Board (SFB) Grant request to repair the chilled water lines for Central Plant 1 at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 22, 2020 in the amount of \$16,663.24.

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

Grant Number: SFB-ERR-00496

Grant Amount: \$16,663.24

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00496 in the amount of \$16,663.24 to repair the chilled water lines for Central Plant 1 at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support

Date: December 30, 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.

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**

DATE OF MEETING: January 12, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Amphitheater High School
Central Plant 5 Boiler Replacement

BACKGROUND:

On December 20, 2020 the District submitted a School Facilities Board (SFB) Grant request to replace the heating boiler for Central Plant 5 at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 21, 2020 in the amount of \$27,999.40.

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

Grant Number: SFB-ERR-00497

Grant Amount: \$27,999.40

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00497 in the amount of \$27,999.40 to replace the heating boiler for Central Plant 5 at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: December 30, 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.

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**

DATE OF MEETING: **January 12, 2021**

TITLE: **Approval of School Facilities Board (SFB) Grant for Amphi Middle School HVAC Replacement**

BACKGROUND:

On December 30, 2020 the District submitted a School Facilities Board (SFB) Grant request to replace the roof top HVAC unit for classroom 810 at Amphi Middle School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 31, 2020 in the amount of \$11,124.36.

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

Grant Number: SFB-ERR-00512

Grant Amount: \$11,124.36

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00512 in the amount of \$11,124.36 to replace the roof top HVAC unit for classroom 810 at Amphi Middle School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support

Date: January 4, 2021

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

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

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

1. PURPOSE OF TERMS AND CONDITIONS

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

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

2. TERM OF TERMS AND CONDITIONS

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

2.1 ABANDONMENT OF THE PROJECT

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

3. FINANCIAL CONDITIONS

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

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

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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

3.2 SURPLUS FUNDS

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

3.3 UNFORESEEN CONDITIONS

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

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

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

3.4 LOCAL FUNDS

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

3.5 SCOPE OF WORK

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

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

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

4. REPORTING REQUIREMENTS

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

4.1 PUBLIC RECORD

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

4.2 COMPLETION REPORT

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

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

5. INSURANCE REQUIREMENTS

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

6. AUDIT OF RECORDS

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

7. AVAILABILITY OF FUNDS

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

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

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

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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**

DATE OF MEETING: January 12, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School HVAC Replacement

BACKGROUND:

On December 14, 2020 the District submitted a School Facilities Board (SFB) Grant request to replace the roof top HVAC unit for the North Gym Locker Room at Canyon del Oro High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 15, 2020 in the amount of \$18,271.00.

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

Grant Number: SFB-ERR-00477

Grant Amount: \$18,271.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00477 in the amount of \$18,271.00 to replace the roof top HVAC unit for the North Gym Locker Room at Canyon del Oro High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support

Date: December 30, 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.

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**

DATE OF MEETING: January 12, 2021

TITLE: Approval of School Facilities Board (SFB) Grant for Marion Donaldson Elementary School Boiler Replacement

BACKGROUND:

On December 15, 2020 the District submitted a School Facilities Board (SFB) Grant request to replace the heating boiler for the MPR at Marion Donaldson Elementary School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 16, 2020 in the amount of \$20,805.40.

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

Grant Number: SFB-ERR-00479

Grant Amount: \$20,805.40

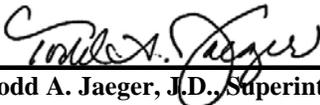
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00479 in the amount of \$20,805.40 to replace the heating boiler for the MPR at Marion Donaldson Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:


Jim Burns, Executive Manager, Operational Support

Date: December 30, 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

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- 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.

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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).

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

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4. REPORTING REQUIREMENTS

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

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- c. The total cost of the project;
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- 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.

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

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.

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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.

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

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

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The 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.

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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.

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

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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.

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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**

DATE OF MEETING: **January 12, 2021**

TITLE: **Approval of School Facilities Board (SFB) Grant for Lulu Walker Elementary School HVAC Replacement**

BACKGROUND:

On December 30, 2020 the District submitted a School Facilities Board (SFB) Grant request to replace the roof top HVAC unit for classroom 5 at Lulu Walker Elementary School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on December 31, 2020 in the amount of \$11,003.55.

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

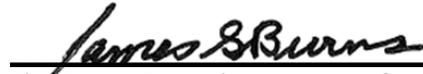
Grant Number: SFB-ERR-00511

Grant Amount: \$11,003.55

RECOMMENDATION:

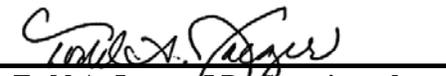
It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00511 in the amount of \$11,003.55 to replace the roof top HVAC unit for classroom 5 at Lulu Walker Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:



Jim Burns, Executive Manager, Operational Support

Date: January 4, 2021



Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

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

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

1. PURPOSE OF TERMS AND CONDITIONS

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

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

2. TERM OF TERMS AND CONDITIONS

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

2.1 ABANDONMENT OF THE PROJECT

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

3. FINANCIAL CONDITIONS

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

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

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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

3.2 SURPLUS FUNDS

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

3.3 UNFORESEEN CONDITIONS

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

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

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

3.4 LOCAL FUNDS

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

3.5 SCOPE OF WORK

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

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

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

4. REPORTING REQUIREMENTS

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

4.1 PUBLIC RECORD

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

4.2 COMPLETION REPORT

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

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

5. INSURANCE REQUIREMENTS

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

6. AUDIT OF RECORDS

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

7. AVAILABILITY OF FUNDS

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

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

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

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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**

DATE OF MEETING: **January 12, 2021**

TITLE: **Designation of Student Suspension and Expulsion Hearing Officers to Hear Evidence, Prepare a Record and Bring Recommendations to the Board, Pursuant to A.R.S. §15-843(F)(2).**

BACKGROUND:

A.R.S. § 15-843(f) permits school district governing boards to provide “by policy or vote at its annual organizational meeting that all hearings concerning the expulsion of a pupil conducted pursuant to this section will be conducted before a hearing officer selected from a list of hearing officers approved by the governing board.” Governing Board Policy JKE authorizes the Superintendent to present expulsion recommendations to a hearing officer selected from a list of hearing officers approved by the Board. The hearing officer appointed is responsible to hear evidence, prepare a record, and make a recommendation to the Governing Board about whether an expulsion is appropriate.

This agenda item provides the Governing Board with an opportunity to approve the following individuals to serve as hearing officers to preside over student suspension and expulsion hearings:

- Roseanne Lopez, Ed.D., Associate Superintendent for Elementary Education
- Michael Bejarano, Associate Superintendent for Secondary Education
- Michelle Tong, Associate to the Superintendent and General Counsel
- Kristin McGraw, Executive Director of Student Services
- Tassi Call, Director of 21st Century Education
- Shannon McKinney, Ed.D., Director of Curriculum and Assessment
- Armando Soto, Director of Interscholastics
- David Rucker, Equity and Safety Compliance Officer and Title IX Coordinator

David Rucker, Equity and Safety Compliance Officer and Title IX Coordinator, and Michelle Tong, Associate to the Superintendent and General Counsel, will continue to serve as the primary hearing officers for student long-term suspension and/or expulsion hearings. However, there will be occasional conflicts of interest or times where additional hearing officers may be required. The above list of potential hearing officers permits the Superintendent to appoint an alternative hearing officer on these occasions.

All hearing officers are trained on the District’s policies and procedures for long-term suspension and expulsion hearings before conducting a student discipline hearing. Additional trainings are provided when necessary. General Counsel Michelle Tong is responsible to ensure that these trainings occur.

RECOMMENDATION:

The administration recommends the Board appoint the individuals listed above as a student discipline long-term suspension and expulsion hearing officers.

INITIATED BY:


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

Date: January 4, 2021


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 12, 2021**

TITLE: **Approval of Student Fee Rates Charged Pursuant to Governing Board Policy JQ, A.R.S. §15-342 (24), and A.R.S. § 15-1142**

BACKGROUND:

Arizona Revised Statutes 15-342 sets forth the permissive powers of the Governing Board. Among other things, the provision allows the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when schools are not in session. For the purposes of this provision, "extracurricular activity" means any optional, noncredit, educational or recreational activity which supplements the education program of the school, whether offered before, during or after regular school hours.

For high schools, the law also allows governing boards to assess fees for fine arts and vocational education courses and for optional services, equipment and materials offered to students beyond those required to successfully complete the basic requirements of any other course. No fees may ever be charged for access to or use of computers or related materials.

Fees must be adopted at a public meeting after notice has been given to all parents of students and cannot exceed the actual costs of the activities, programs, services, equipment or materials. The governing board must also authorize principals to waive the assessment of all or part of a fee assessed pursuant to this provision of law if it creates an economic hardship for a pupil.

Attached is a list of proposed District fees for the 2021-2022 school year. This list has been displayed on the Amphitheater District website for thirty days.

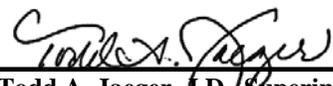
RECOMMENDATION:

The Administration recommends approval of the proposed fees.

INITIATED BY:


Michael Bejarano
Associate Superintendent for Secondary Education

Date: December 16, 2020


Todd A. Jaeger, J.D., Superintendent

PROPOSED Amphitheater School District Fees 2021-2022

Elementary School

Band	\$1.00 - \$15.50
Chorus	\$1.00 - \$15.50
Clubs	\$1.00 - \$20.00
Odyssey of the Mind	\$1.00 - \$15.50
Orchestra, Concert	\$1.00 - \$15.50
Orchestra, String	\$1.00 - \$15.50
Sports Activities	\$1.00 - \$15.50
Planner	\$1.00 - \$7.25
Yearbook	\$5.15 - \$25.75

CDO Preschool/Imagine Preschool

Registration	\$103.00
Weekly Tuition	\$170.00

Middle School

Fine Arts

Art (per semester)	\$33.00
Band	\$21.00
Band (Symphonic)	\$16.00 - \$31.00
Choir, Concert	\$11.00 - \$21.00
Choir, Mixed	\$21.00
Chorus	\$16.00 - \$21.00
Drama	\$21.00
Musical Theater	\$21.00
Music-Guitar (per semester)	\$21.00
Orchestra, Concert	\$16.00 - \$31.00
Orchestra, String	\$21.00

Physical Education

Lock, P.E.	\$7.50
Shirt, P.E.	\$6.50 - \$11.00
Shorts, P.E.	\$8.00 - \$14.00
Uniform, P.E.	\$16.00 - \$21.00

Miscellaneous

Clubs	\$1.00 - \$31.00
Future Problem Solving	\$1.00 - \$21.00
Life Skills (per semester)	\$31.00
Odyssey of the Mind	\$11.00 - \$31.00
Photography, Intro to	\$33.00
Science Activities (Elective)	\$21.00
Athletic Participation	\$37.00
Technology, Intro	\$31.00
Identification Card (replacement)	\$2.00 - \$5.00
Planner	\$1.00 - \$11.00
Lanyard (replacement)	\$1.00 - \$2.00
Yearbook	\$5.00 - \$67.00
Lock	\$7.00
WEB Elective	\$20.00 - \$30.00

PROPOSED Amphitheater School District Fees 2021-2022

High School

	<u>Academics</u>		<u>Physical Education</u>
Academic Challenges	\$1.00 - \$21.00	Shirt, P.E.	\$6.00 - \$11.00
Academic Decathlon	\$21.00	Shorts, P.E.	\$8.00 - \$14.00
REACH	\$7.00	Dance Class	\$21.00
Science Elective (4 th Year)	\$11.00		
Odyssey of the Mind	\$11.00 - \$31.00		<u>Parking</u>
Advanced Placement Exam	\$92.00 - \$98.00	Parking Permit (1 st)	\$20.00
Future Problem Solving	\$1.00 - \$21.00	Parking Permit, Replacement	\$11.00
Amphi Academy Online	\$250.00		
			<u>Miscellaneous Items</u>
	<u>CTE</u>	Senior Fee	\$11.00
Animal Science	\$21.00	ID Card, Replacement	\$1.00 - \$5.00
Architectural Drafting	\$21.00	Yearbook	\$41.00 - \$75.00
Auto Tech/Auto Diesel	\$30.00	Planner	\$1.00 - \$11.00
Bio Tech	\$41.00	Lock	\$7.50
Construction Tech.	\$21.00	Clubs	\$1.00 - \$31.00
Computer Apps & Design	\$11.00	Postage for Transcripts	\$1.00
Computer Science/Programming	\$11.00		
Culinary Arts	\$47.00		<u>Fine Arts</u>
Early Childhood Education	\$21.00	Art	\$33.00
Engineering	\$18.00	Art (IB)	\$33.00
Graphic Design	\$11.00	Band, Auxiliary	\$11.00
Film and TV	\$11.00	Band, Jazz & Marching	\$21.00
Music and Audio Production	\$11.00	Concert Symphonic	\$21.00
Photography	\$52.00	Percussion	\$21.00
Plant and Animal Science	\$21.00	Wind Ensemble	\$11.00
Software Development	\$11.00	Choir	\$21.00
Sports Medicine	\$21.00	Drama	\$21.00
Theater Tech.	\$21.00	Mariachi	\$21.00
Vet Science	\$21.00	Music, Guitar	\$21.00
Web Page Development	\$11.00	Music Theory, AP	\$21.00
Electronic Technologies	\$20.00	Orchestra (Concert & Symphony)	\$21.00
Welding	\$21.00	Film (IB)	\$52.00
	<u>Interscholastics</u>		
Athletic Pass, Student	\$31.00		
Athletic Pass, Family of 4	\$72.00		
Athletic Pass, Family of 5	\$88.00		
Athletic Participation	\$76.00		
			<u>***Cambridge</u>
	<u>***International Baccalaureate</u>	<u>9th Grade Cambridge Course/Test</u>	
Test – per content area	\$123.00	English – Language	\$69.45
Registration Amendments	\$36.00 - \$155.00	World History	\$69.45
Enquiry Upon Results	\$54.00 - \$205.00	Biology	\$69.45
Other By-Request Services	\$147.00 - \$258.00	TOTAL PER STUDENT	\$208.35
Appeals	\$618.00 - \$721.00	<u>10th Grade Cambridge Course/Test</u>	
		English – Literature	\$69.45
		American History	\$69.45
		Chemistry and Physics	\$69.45
		Math	\$69.45
		TOTAL PER STUDENT	\$277.80

*****Fees go directly to IB and Cambridge Programs
(Amphitheater School District does not benefit from these fees)**

Approved: