

Final Posting, Monday, January 25, 2021, 4:30 P. M.

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

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

**Tuesday, January 26, 2021**

**5:30 PM**

**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\***

*Amphitheater is complying with the Governor's Executive Order and exercising safe social distance for this Board meeting and may have Board Members appear at the meeting through technological means. This meeting will be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the district's website, [www.amphi.com](http://www.amphi.com).*

*In the interest of public health and safety, at this time anyone wishing to address the Board during the Call to the Audience may submit a written statement of no more than 3 minutes in length when read aloud. Public comments may be emailed to [ksmith@amphi.com](mailto:ksmith@amphi.com) and will be read during the Call to the Audience as long as time permits. These must be received 24 hours before the start of the Board meeting. Persons present at the Board meeting (limited seating) may also complete a form to speak to the Board. Attendees will be required to wear a face covering/mask, upon entering and during the meeting. Attendees' temperatures will be taken, and social distancing among attendees is required.*

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

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

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

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

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

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. Susan Zibrat, President

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

Tuesday, February 9, 2021 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking.

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

**4. INFORMATION**

A. Superintendent's Report: Update on Pandemic Conditions 4

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

A. Approval of Appointment of Non-Administrative Personnel 29

B. Approval of Personnel Changes 32

C. Approval of Leave(s) of Absence 34

D. Approval of Separation(s) and Termination(s) 36

E. Approval of Stipend for Coaching Volunteers 39

F. Approval of Minutes of Previous Meeting(s) 41

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,458,319.09 49

H. Acceptance of Gifts 50

I. Award of Contract for Education and Career Action Plan Platform Request for Proposals (RFP) 11-19-2020 52

J. Award of Contract for Access Points, Network Switches with Components and Associated Licensing Based Upon Responses to Request for Proposal (RFP) 01-12-2021 53

K. Approval of School Facilities Board (SFB) Grant for Amphi High School 300 Wing Structural Repairs Design 54

L. Approval of School Facilities Board (SFB) Grant for Amphi High School Main Gym Roof Replacement 63

M. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Hot Water Line Leak Assessment 72

N. Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Weatherization Design Bldgs 1005 & 1006 81

**6. STUDY**

A. Study of Governing Board Policy DJE (Bidding/Purchasing Procedures) 90

**7. PUBLIC COMMENT**

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

**9. ADJOURNMENT**

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

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

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

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

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

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 are in need of special accommodations, please call the Governing Board office: (520) 696-5158

- \* The Governing Board may meet in executive session concerning any item on this agenda for purpose of consultation with legal counsel, pursuant to A.R.S. § 38-431.03(A)(3). Rules of Order that apply to Governing Board meetings may be suspended by a vote of the majority of the Board. One or more Governing Board members may attend by electronic means.
- <sup>1</sup> Persons interested in addressing the Governing Board must complete and submit a form available from the Governing Board secretary. Procedures for addressing the Board are outlined on the form.
- <sup>2</sup> Information items are for discussion only; no action will be taken.
- <sup>3</sup> Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.
- <sup>4</sup> Study session items are for discussion only; no action will be taken



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

---

**DATE OF MEETING:** January 26, 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.

---

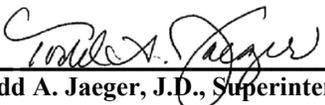
**RECOMMENDATION:**

This item is presented for the Board's information.

---

**INITIATED BY:**

**Date:** January 20, 2021

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



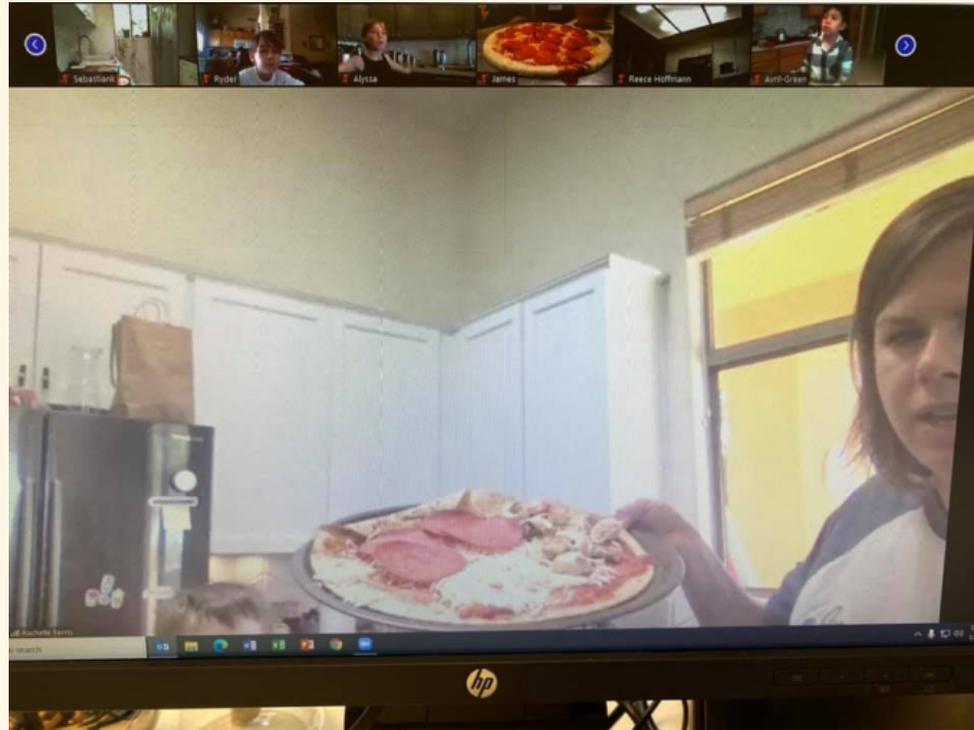
# Superintendent's Report

Governing Board Meeting  
January 26, 2021





# From Our Schools

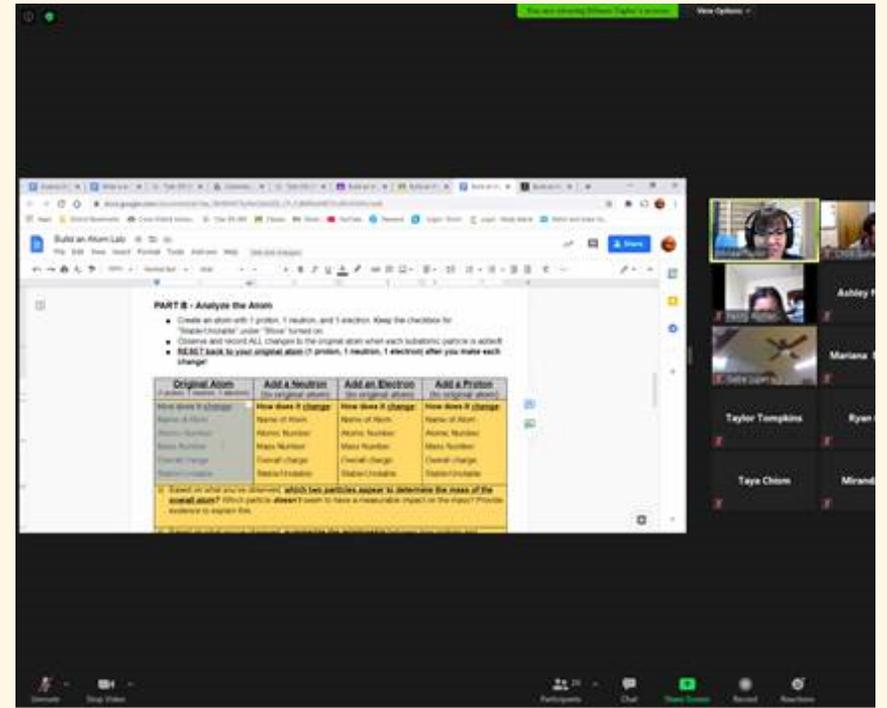
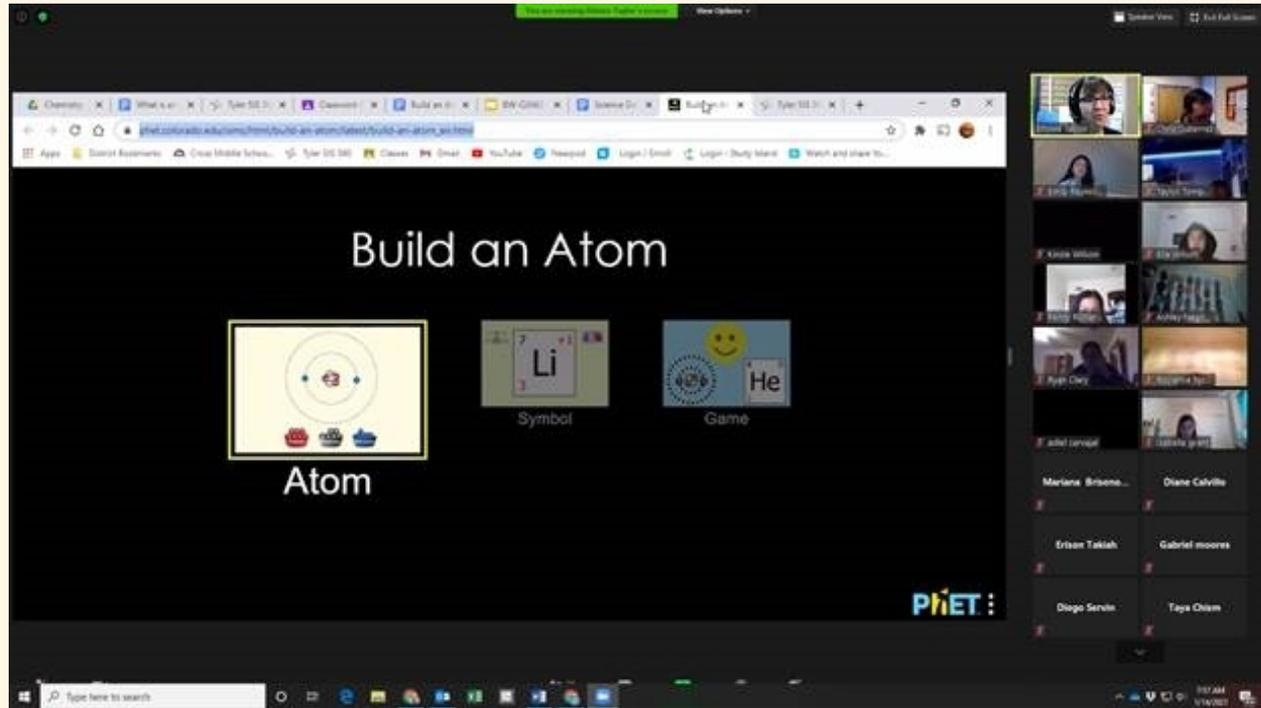


Mrs. Ferris at Innovation Academy came up with a fun and delicious way to teach fractions in a recent Zoom class. Pizza!



The Wilson K-8 library team is supporting the love of reading during remote learning. They have stepped up to provide curbside library book pick-up service.

# From Our Schools



Students at Cross Middle School have been learning about atoms in Ms. Ethnee Taylor's eighth-grade science class.



# From Our Schools



Innovation Academy issued a challenge yesterday: build the tallest structure you can out of 100 index cards that carries a message of kindness and can hold a stuffed animal.



# Marking the 100<sup>th</sup> Day of School!



Our elementary schools worked together to create a fun video celebrating the 100<sup>th</sup> day of school, which was yesterday. The video is available at [amphi.com](https://amphi.com) and on Facebook. Spoiler alert: I got to participate and do some math.



# 100<sup>th</sup> Day of School Marked



Mrs. Tate's Kindergarten students at Harelson marked the 100<sup>th</sup> day of their first year in school with an envisioning of what they might look like when they're 100! Mrs. Tate too!



# Rare Winter White



Transportation Director Norma Frye-George shared this beautiful view this morning from her department.

# 2021 District Spelling Bee!



**Tomorrow, Wednesday, January 27, 9:30 a.m.**

Online format

Hosted by Painted Sky Elementary School

24 students (and 3 alternates) from 12 schools



Upcoming:

Wed., Jan. 27  
Self Care Event  
for Parents  
and Families

# THE FAMILY ROOM

## STRATEGIES FOR SELF REGULATION

**SELF REGULATION IS THE ABILITY TO MANAGE DIFFICULT EMOTIONS LIKE ANGER, STRESS, FEAR, AND WORRY.**

Join us for our January Family Room to learn how stress and trauma impacts our children's' (and our own) ability to self regulate. Explore and practice simple strategies to get and stay regulated.

**JANUARY 27, 2021**  
**6:00PM - 7:00PM**  
**ZOOM MEETING**

Sign up online at  
<https://tinyurl.com/family127>  
or use the QR code below  
or call Yemen Bernal at 696-6367  
*Registration closes 1/26 at 6PM*

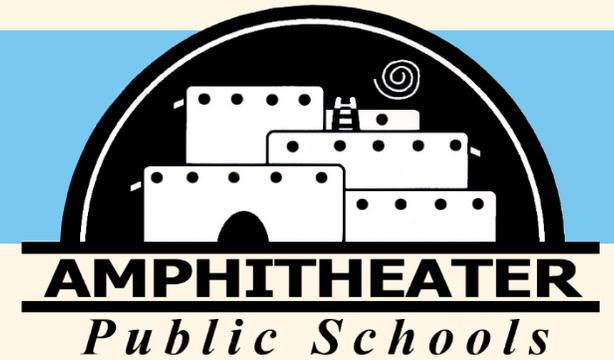




Reopening Update:  
Elementary Update;  
Secondary Update;  
Pandemic Conditions Update



Dr. Roseanne Lopez  
Associate Superintendent for Elementary Education



## Challenges: Return to Remote by Necessity

- Providing materials to students
- Having students return completed work
- Growing gap of proficiency levels
- Inability to plan for the long term
- Administering required testing
- Making contact with absent students/parents
- Work quality has declined due to inability to give immediate in person feedback
- Parent and student burnout/frustration with online learning
- Distracting learning environments
- Varying levels of internet quality in homes and daycares
- Students miss each other, we miss the students



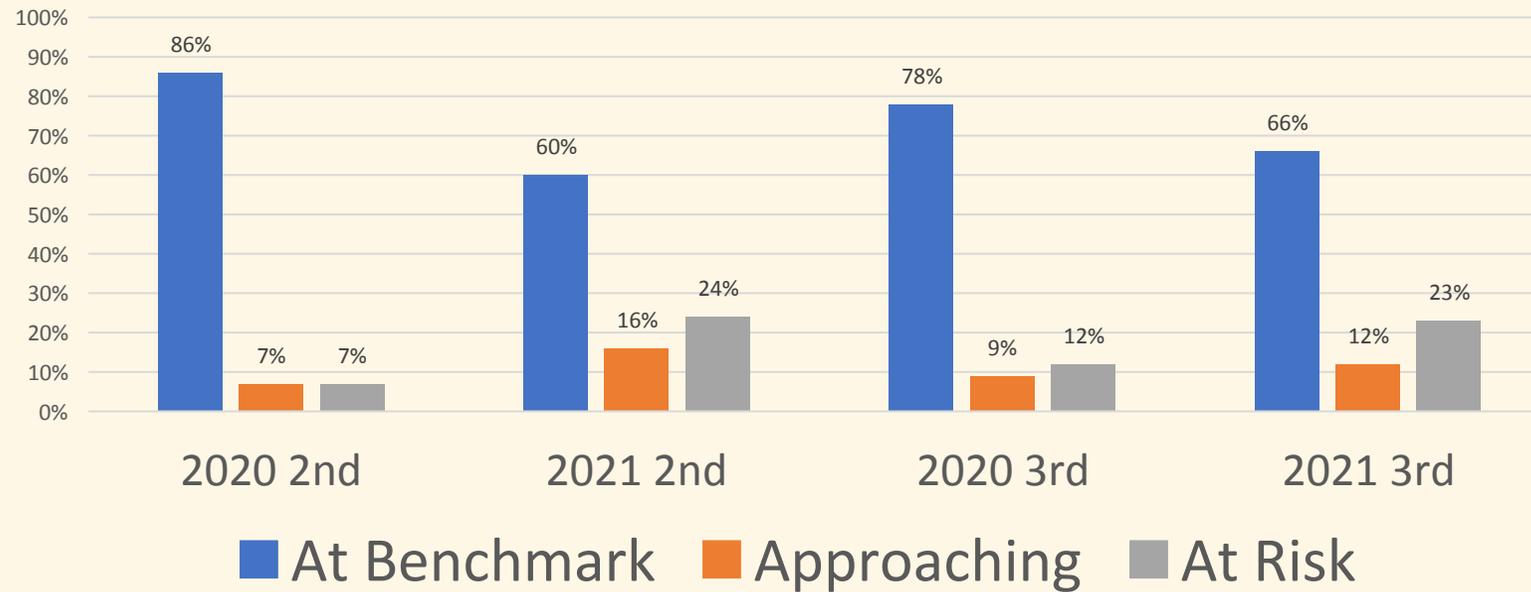
# Positive Observations: Return to Remote by Necessity

- Daily contact with students
- Shifts in practice to personalize instruction
- Routines are consistent each day
- More engagement in remote by necessity now than in the Fall
- Relationships between students were built during hybrid which has motivated students to attend ZOOMs in remote by necessity format
- Less stress on the part of students, parents, and staff regarding possibility of quarantine
- On site supervision service is assisting at least 300 students daily



# Elementary Update

Winter 2021 NWEA MAP Testing  
Comparison to Winter 2020  
Second and Third Grade Reading



# Mike Bejarano

## Associate Superintendent for Secondary Education



### Secondary Education

Our schools are reporting the following information after 3 weeks of remote learning:

- Attendance has improved in the current model due to running a regular school bell schedule and requiring students to be present and visible online. Teachers are reporting the majority of students are attending Zoom classes. Schools are conducting home visits and calling home frequently when a student is absent.
- This schedule is also beneficial to students that have to quarantine.
- Teachers are providing amazing lessons that are engaging in an online format.
- Student participation is up, especially for students that tend to be more introverted in the brick and mortar environment.
- Lack of substitutes, and concerns for the transition year (8<sup>th</sup> grade to 9<sup>th</sup> grade).
- Teachers are struggling with the isolated environment.

# Secondary Education



- Providing normalcy for our students in an environment that is anything but normal.
- Principals are concerned with the ability to hold large celebration events in a safe way.
- Concerns with the amount of screen time.
- Remote is easier for teachers to navigate than Hybrid. With students in the different Hybrid cohorts, it's more difficult for teachers to plan class.
- There has been tremendous growth in teachers' instructional practices, especially in the area of using and utilizing learning platforms.
- At the beginning of second semester, we started both attendance and math intervention programs.



# Amphi Academy Online Update

## Elementary Update

**Current Enrollment: 664**

**Waiting List: 37**

## Middle School Update

**Current Enrollment: 292**

**Waiting List: 0**

## High School Update

**Current Enrollment: 550**

**Waiting List: 0**

# Attendance Comparison: Hybrid vs. Remote

Quarter	Hybrid or Remote	Percentage Present
1 <sup>st</sup> Quarter	Remote	87.64%
2 <sup>nd</sup> Quarter	Hybrid	78.20%
3 <sup>rd</sup> Quarter – first two weeks	Remote	82.66%

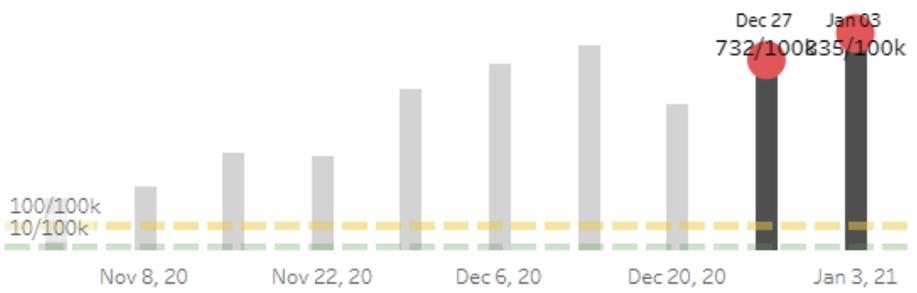




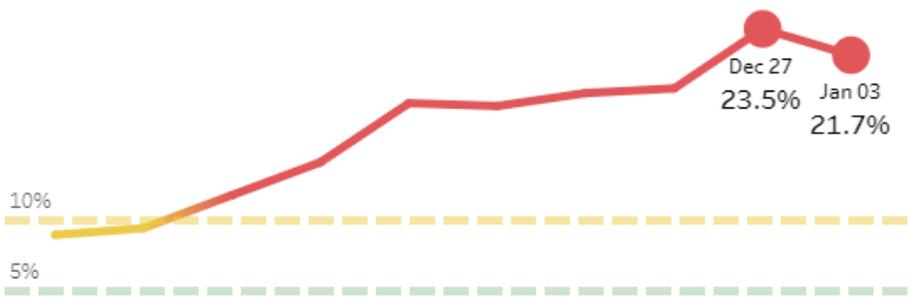
Showing data for **Pima County**  
(Southeastern Region)

Recommended Delivery Model: **Virtual**

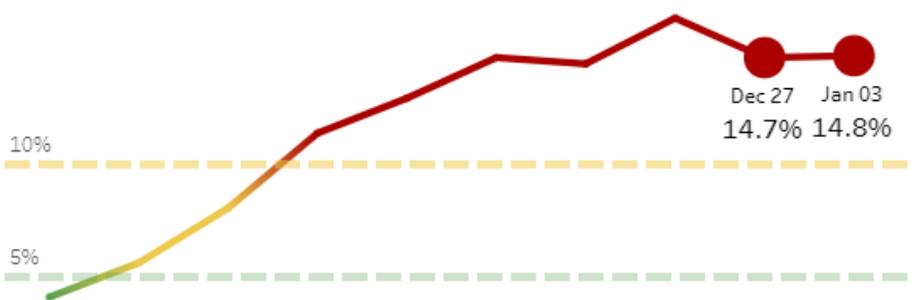
1) Cases per 100,000 individuals



2) Percent positivity



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



### Cases per 100,000 of Pima County Population:

- December 27: 732
- January 3: **835**

### Percent Positivity

- December 27: 23.5%
- January 3: **21.7%**

### Hospital Visits for COVID Symptoms

- December 27: 14.7%
- January 3: **14.8%**





# 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			



# Where do things stand now?

## PCHD Indicator: Healthcare System Availability

	Criteria not met	Progress	Criteria met
Lab Testing Availability and Utilization	Grey	Grey	Green
Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) - Statewide	Red	Grey	Grey
Sufficient Personal Protective Equipment (PPE) for Emergency Responders	Grey	Yellow	Grey





# Where do things stand now?

## PCHD Indicator: Public Health Tracking and Prevention

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



# School COVID-19 Info per PCHD

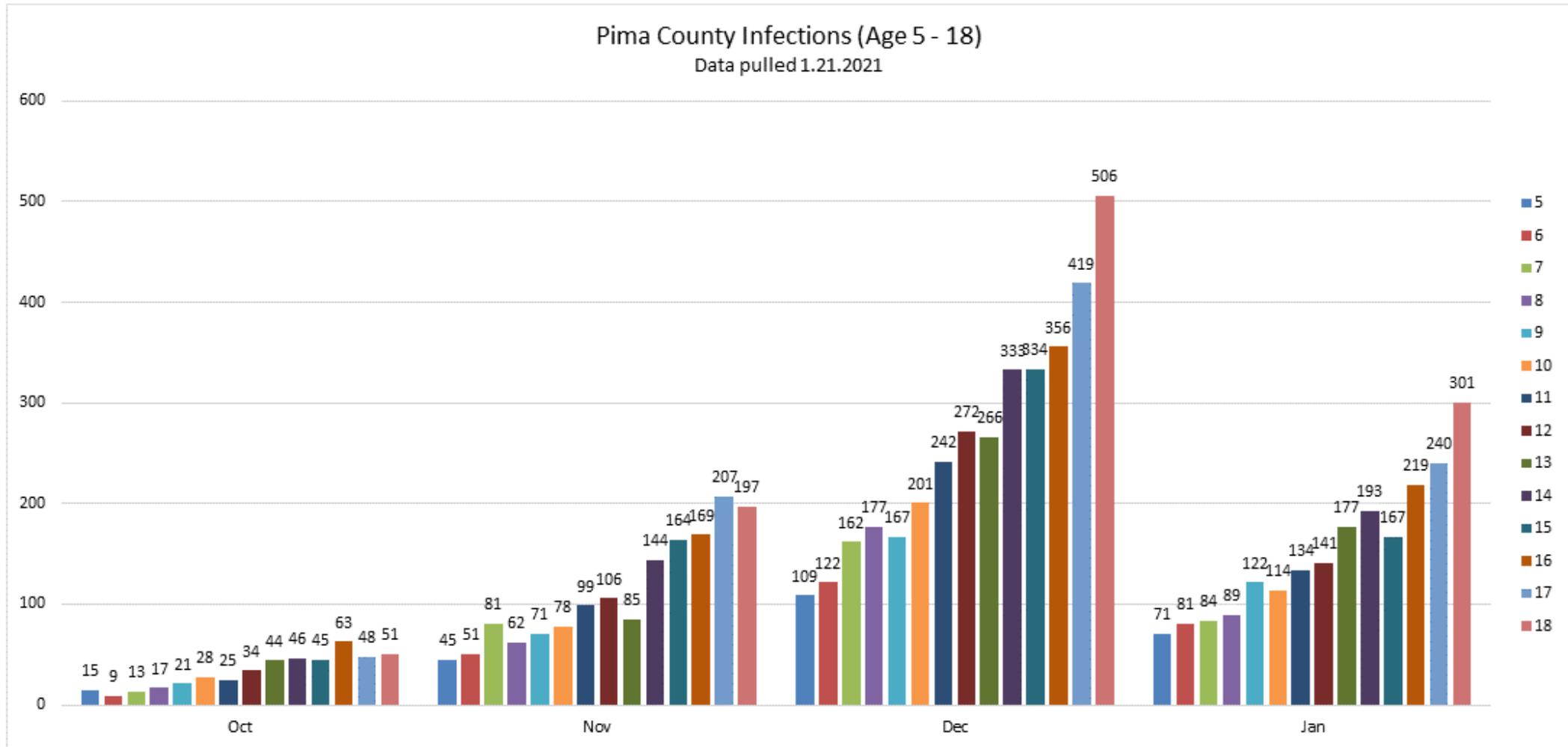
**Total Pima County Reported Infections (Ages 5 – 18) per month:**

Oct: 459

Nov: 1,559

Dec: 3,660

Jan: 2,133  
(as of 1/21)



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

\*Virtual = distance learning with onsite support services  
([azhealth.gov/schoolsCOVID19](http://azhealth.gov/schoolsCOVID19) -- 1/21/21)

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



# School Reopening: Target Date of 2/15/21





GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

DATE OF MEETING: January 26, 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 25, 2021.

---

**RECOMMENDATION:**

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

---

**INITIATED BY:**

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

---

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

Date: January 25, 2021

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

---

Todd A. Jaeger, J.D., Superintendent

1/26/2021

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Grant	Renee	Special Education Teaching Assistan	CL	Harelson Elementary	E	N/A	New	Mr. Weaver	
Javellana	Nathan	Groundskeeper I	CL	Facilities Support	D	N/A	Replacement	Mr. Spivey	
Machado	Bernadette	Special Education Teaching Assistan	CL	Wilson K-8 School	E	N/A	Replacement	Ms. Sullivan	
Moss	Aimee	Student Services Coordinator Assista	CL	Wetmore Center	D	N/A	Replacement	Ms. McGraw	
Penate	Lorraine	Bilingual Community Liaison	CL	Amphi High School	E	N/A	Replacement	Mr. Malis	
Ramsower	Angela	Library Assistant	CL	Prince Elementary	F	5 years	Replacement	Ms. Sheber	
Sommerville	Tina	Clerk II	CL	Amphi High School	C	N/A	Replacement	Mr. Mais	

\* 2019-2020 School Year  
 Addendum Former employee or new hire receiving extra-curricular position  
 New New hire filling a newly created position  
 Rehire Former employee returning to a position in the district  
 Replacement New hire filling a vacated position  
 Rescind Declined position after appointment

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

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

01/26/2021

Substitutes

GOVERNING BOARD MEETING  
APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Caputo	John		CT		01/12/2021	
Garmon	Guadalupe		CT		01/13/2021	
Reil	Elisabeth		CT		01/04/2021	
Leider	Sydney		CL		01/13/2021	

AD Administrative  
PR Professional  
CT Certified  
CL Classified



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

---

**DATE OF MEETING:** January 26, 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 15, 2021.

---

**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 15, 2021

---

Todd A. Jaeger, J.D., Superintendent

1/26/2021

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Landen	MaryEllen	Teacher - Special Education Resc	CT	Amphi Academy Online	Transfer		N/A	
Austin	Denise	Bus Driver	CL	Transportation	Decrease FTE		N/A	
Gonzalez-Cuevas	Yolanda	School Health Assistant	CL	Amphi High School	Transfer	C	<\$0.98>	
Ruesch	Svana	Special Education Teaching Assis	CL	Rio Vista Elementary	Transfer	E	N/A	
Starace	Michael	Bus Driver	CL	Transportation	Decrease FTE		N/A	
Tyczynski	Kristine	Special Education Teaching Assis	CL	Rillito Center	Increase FTE		N/A	
Balachandran	Devahi	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty			\$4,141.88
Lise	Ronald	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty			\$4,483.83
Morales	Andres	ADDN - Section 504	ADCT	Rio Vista Elementary	Addendum			\$300.00
Murrell	Marley	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty			\$3,938.83
Murrell	Marley	ADDN - Essential Recruit Stipend	ADCT	Amphi High School	Addendum			\$195.12
Nunez	Yolanda	School Improvement Coordinator	ADCT	Amphi High School	Added Duty			\$4,000.00
Smith	Lucas	Teacher - Math Intervention	ADCT	Amphi High School	Added Duty			\$4,068.09
Smith	Lucas	ADDN - Essential Recruit Stipend	ADCT	Amphi High School	Addendum			\$195.12
Taylor	Lisa	Coach - Basketball Assistant HS	ADCT	Amphi High School	Addendum			\$2,400.00
Muscarello	Chelsea	ADDN - Extra Hours	ADCL	La Cima Middle School	Added Duty			\$12.24 per hour
Szyndlar	Jayne	Instructional Aide - Classroom	ADCL	Walker Elementary	Addendum			\$12.15 per hour

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



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

---

**DATE OF MEETING:** January 26, 2021

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

---

**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of January 15, 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 15, 2021

---

Todd A. Jaeger, J.D., Superintendent

1/26/2021

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Beca	Gina	Teacher - Art	CT	CDO High School	01/04/2021	Return date
Borden	Kiley	Teacher - Mathematics	CT	Amphi Middle School	02/01/2021	Start date
Tarter	Kari	Teacher - Special Education Resou	CT	Rio Vista Elementary	01/04/2021	Return date
Anaya	Francis	Food Service Attendant I	CL	La Cima Middle School	01/11/2021	Start date
Baltodano Blando	Zeneyda	Custodian I	CL	Prince Elementary	12/28/2020	Start date
Bustamante Coro	Sobeida	Custodian I	CL	Copper Creek Elementary	01/04/2021	Return date
Chavarria De Cen	Perla	Custodian I	CL	Prince Elementary	12/30/2020	Start date
Douglas	Stacey	Library Assistant	CL	Copper Creek Elementary	01/04/2021	Return date
Lizarraga	Dorys	Bus Driver	CL	Transportation	01/04/2021	Start date
Macias	Sulma	Bus Driver	CL	Transportation	01/04/2021	Return date
Rubio	Olga	Food Service Attendant I	CL	La Cima Middle School	01/11/2021	Start date
Starace	Michael	Bus Driver	CL	Transportation	01/06/2021	Return date
Trujillo	Sergio	Custodian II	CL	Amphi High School	01/11/2021	Return date

\* 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 26, 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 25, 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 25, 2021

---

Todd A. Jaeger, J.D., Superintendent

1/26/2021

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Montjoy	Melvyn	Assistant Principal	CT-AD	Amphi Middle School	06/04/2021	Resignation	
Smith	Bernadette	Audiologist	CL-PR	Wetmore Center	05/31/2021	Retirement	
Amparo	Karen	Instructional Aide - Classroom	CL	Keeling Elementary	12/17/2020	Resignation	
Castillo Heras	Maria	Crossing Guard	CL	Walker Elementary	01/13/2021	Resignation	
Castillo Heras	Maria	Custodian I	CL	Walker Elementary	01/13/2021	Resignation	
Castillo Heras	Maria	Campus Monitor	CL	Walker Elementary	01/13/2021	Resignation	
Garcia	Antonio	Computer Repair Technician	CL	Wetmore Center	04/30/2021	Retirement	
Johnston	Richard	Transportation Attendant	CL	Transportation	01/15/2021	Resignation	
Kirin	Cynthia	Elementary School Health Ai	CL	Copper Creek Elementary	05/21/2021	Retirement	
Klingman	Henry	Bus Driver	CL	Transportation	01/05/2021	Retirement	
Martin	Andrea	Registrar - Middle School	CL	Wilson K-8 School	01/11/2021	Deceased	

*	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

01/26/2021

Substitutes

GOVERNING BOARD MEETING  
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Kirksey	Mason		CT		01/04/2021	

AD           Administrative  
PR           Professional  
CT           Certified  
CL           Classified



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

DATE OF MEETING: January 26, 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 15, 2021.

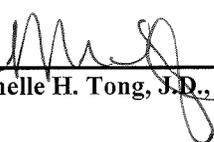
---

**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 15, 2021

  
Todd A. Jaeger, J.D., Superintendent

1/26/2021

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Martinez	David	ADDN - Athletic Equipment Tech.	Ironwood Ridge High	Stipend	\$1,850.00

\*

2019-2020 School Year



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

---

**DATE OF MEETING:**      **January 26, 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.  
January 12, 2021

---

**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: January 15, 2021**

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

**Minutes of the Regular Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, January 12, 2021**

---

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, January 12, 2021, 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 21<sup>st</sup> Century Education  
Dr. Shannon McKinney, Director of Curriculum and Assessment  
Mr. James Burns, Executive Manager of Operational Support  
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 noted that Arizona law permits Board members to attend meetings by videoconference or telephone. In addition, she requested that all persons present exercise safe social distancing for this Board meeting. There was a quorum at this meeting.*

**2. PLEDGE OF ALLEGIANCE**

Superintendent Jaeger announced the Pledge of Allegiance would be led virtually by students from Wilson K-8 School. Unfortunately, due to technical difficulties the video was unable to be shown. President Day therefore requested everyone to stand and led the Pledge. The video of the students from Wilson K-8 School was displayed on Amphitheater's social media page and certificates of recognition were sent to the following students Andrew, Austin, Madison, and Haruka.

**3. RECOGNITION OF STUDENT ART**

Superintendent Jaeger stated that the art on display in the room this month was from the students at Wilson K-8 School. Middle School Art teacher, Jonathan Grantham prepared comments to be read

at the meeting by Superintendent Jaeger. Mr. Grantham explained the art is a collection of different projects facilitated by John Faruolo and Angie Hitt, also Wilson Elementary School Art teachers, and himself.

Seventh and eighth grade students made personal mandalas. The students learned the cultural significance of mandalas, and their creations include the representation of at least two objects that were important to them. Elementary school students learned a new art technique of paper crafting. They created brightly colored symmetrical paper craft projects that varied from simple to very complex patterns. Sixth grade students designed line cities. They used their knowledge of color in art and learned about lines.

President Day thanked the art teachers and students for the beautiful art work on display and announced that a certificate acknowledging the art will be mailed to the school.

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

President Day announced the next Special Governing Board meeting will be held on 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.

5. **ORGANIZATIONAL MEETING**

**A. Administration of Oath of Office to Re-Elected Governing Board Members**

Superintendent Jaeger asked Ms. Tong to explain the process for the administration of the Oath of Office.

Ms. Tong noted that State law requires that elected officers and employees of the state, including its political subdivisions, take a loyalty oath of office. This requirement includes individuals appointed or elected to school district governing boards. She acknowledged that our re-elected Board members (President Day, Vice President Cox Golder, and Dr. Baker) signed the loyalty oath officially in December. The Oath of Office document was turned in to the Pima County Superintendent's Office, as required by law. She noted that tonight is for the constituents to be able to hear them take this loyalty oath for the office of Governing Board member of the Amphitheater School District.

Dr. Scott Baker took the Oath of Office administered by his wife, Ms. Windy Baker.

Vice President, Ms. Vicki Cox Golder, took her Oath of Office administered by her grandchildren, Avery and Greyson Golder.

President, Ms. Deanna M. Day, took her Oath of Office administered by her grandchildren, Drew and Abigail Deneke.

**B. Nomination and Election of Governing Board President and Vice-President**

Superintendent Jaeger introduced the item and provided an overview of the Governing Board Officer election process (*as stated in the Board Item*) beginning with the office of the Presidency and then followed by the Vice President (or Clerk), who serves in the absence of the President.

President Day began by asking if any Board Member wished to offer a nomination for president. Vice President Cox Golder nominated Ms. Zibrat; all concurred. There were no other nominations and through acclamation, Ms. Zibrat was declared President.

President Zibrat nominated Ms. Day for the Office of Vice President; all concurred. There were no other nominations and through acclamation, President Zibrat declared Ms. Day as Vice President.

The Certificate of Election of Governing Board President and Vice President was signed by all Board members and was forwarded to the Pima County School Superintendent's office.

President Zibrat called a seven-minute reception to congratulate the re-elected board members and their families.

## **6. PUBLIC COMMENT**

*President Zibrat asked if there were any public comments. There was one person to speak in-person and several comments were sent in earlier to be read at tonight's meeting. President Zibrat reminded the speaker of the Call to the Audience Procedures.*

Lisa Millerd, teacher at Amphitheater High School and Amphi Education Association (AEA) President, congratulated the Board members and thanked Superintendent Jaeger for the recent communications about COVID-19 testing. She said regular updates are appreciated by many staff members and she hoped they would continue. She commented that staff would like to have some participation in the decision-making process of when and how to return to school. Ms. Millerd asked the Board to consider an extension of COVID-19 leave time.

Ms. Tong read a comment from Julie Turpin a parent of Cross Middle School and Canyon Del Oro High School students. Ms. Turpin is concerned with the amount of time her children are spending on Zoom. She cited some research that shows students should spend approximately 50% less computer time than her children do. She asked the Board to come up with a cap on the number of minutes allowable per day by grade level.

Ms. Tong read a comment from Dawn Porter, an Amphi parent. She requested that the amount of time students spend with virtual learning be shortened. She felt it is not healthy for children, mentally or physically.

Ms. Tong read a comment from Jon Anderson, a grandparent of a kindergarten student. He felt for many reasons online school for kindergarten students is a challenge and children are not learning.

## **7. INFORMATION<sup>1</sup>**

### **B. Superintendent's Report: Update on Pandemic Conditions**

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

Superintendent Jaeger noted that Board members have asked for a report at each Board meeting with updates on data and how that relates to the pandemic and school closures. He first took the liberty to talk about things that are happening around the District in our schools.

Superintendent Jaeger showed a Power Point Presentation of student activities that took place before the holiday break and during the past week.

At Mesa Verde Elementary School, students made some very decorative gingerbread cookies.

At Painted Sky Elementary School, students exercised their imagination as they built gingerbread houses out of several different mediums (except gingerbread) in one of the classroom Maker Spaces. Last week, Painted Sky students enjoyed a "pet day" where they "brought" their pet to school and shared them in a virtual classroom.

Middle school students from Wilson K-8 School, Coronado K-8 School, and Cross Middle School visited Ironwood Ridge High School and Canyon del Oro High School this week to make a video showing 8<sup>th</sup> graders some of the Career and Technical Education courses they will be able to take in high school. Including drafting, culinary arts, construction, and auto mechanics classes.

Superintendent Jaeger thanked the Tucson Fire Department for visiting Rio Vista Elementary School to commission the school's new playground fire engine.

Superintendent Jaeger shared how Copper Creek Elementary School parents surprised Ms. Susan Latin. He explained, they knew Ms. Latin was going to miss her students when the District shifted back to remote learning last week, so they created cardboard cutouts of each student and seated them in chairs in the classroom while Ms. Latin was away. When Ms. Latin came into her classroom to log on to Zoom, she found her students' smiling faces greeting her. He thanked the parents for that special surprise.

Superintendent Jaeger informed the Board that Amphi's Food Service Department has served over one million meals since the District moved to remote learning in March 2020. He thanked the Board for supporting this effort, and Mr. Burns and his staff who continue to feed the families in our community. 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.

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

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

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

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

Superintendent Jaeger shared data he received on school-age children ages five to eighteen.

In October 2020, infections ranged from the lowest infections in the six-year-old age group with 9 cases, to the highest number of infections with 63 cases in the sixteen-year-old age group. In November 2020, the lowest infection group was the five-year-old group with 45 cases, and the highest was the seventeen-year-olds with 207 cases. In December 2020, the cases continued to increase. The lowest infections were again the five-year-old group with 107 cases, and the highest was the eighteen-year-olds with 496 cases.

He noted there is not just one piece of data that is used to decide when to open schools. At this time, statewide guidance (from the Arizona Department of Health Services) recommends that all schools in the state should be in virtual learning. Superintendent Jaeger noted that he is taking this information to heart, as well as the impact of the social emotional needs of the students in our District. He is hopeful that the trend in declining cases will continue and the District will meet the target date to reopen in hybrid mode on February 1, 2021.

Superintendent Jaeger asked President Zibrat for a moment to recognize those in our District who have lost loved ones to the virus. He said that just yesterday a staff member was lost to the COVID-19 virus. He asked for a moment of silence on behalf of the Martin family and all those who have lost loved ones this past year. A moment of silence was observed.

President Zibrat thanked Superintendent Jaeger for his report and asked if any Board members had any questions. There were none.

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

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

President Zibrat asked if there were any Items that should be pulled for further discussion. There were none. Ms. Cox Golder moved for Consent Agenda Items A. – T. be approved as presented. Mr. Kopec seconded the motion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. Consent Agenda Items A. – T passed.

**A. Approval of Appointment of Non-Administrative Personnel**

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

**B. Approval of Personnel Changes**

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

*The Governing Board approved to increase the rate of pay for affected employees to the new Arizona minimum wage amount that became effective January 1, 2021 as listed in Exhibit 7.*

**G. Approval of Minutes of Previous Meeting(s)**

*Minutes of the December 8, 2020, April 24, 2018, November 14, 2017, and March 7, 2017 Governing Board meetings were approved as submitted in Exhibit 8.*

**H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,827,602.30**

*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 9.*

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1140	\$155,313.26	1141	\$135,002.86	1142	\$157,702.12
1143	\$67,758.34	1145	\$85,518.60	1146	\$156,377.39
1147	\$36,882.39	1148	\$82,449.13	1149	\$49,012.84
1150	\$102,334.07	1151	\$2,132.43	1152	\$4,942.27
1153	\$48,634.42	1155	\$19,451.04	1156	\$687,238.80
1157	\$20,884.07	1158	\$28,661.89	1159	\$836.34
1160	\$247,279.35	1161	\$410,118.03	1162	\$94,884.96
1163	\$666.85	1164	\$85,802.14	1165	\$54,216.77
1166	\$38,519.24	1167	\$54,982.70		

**I. Acceptance of Gifts**

*Gifts were accepted by the Governing Board as listed in Exhibit 10.*

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

*The Governing Board approved 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, and Amphitheater Middle School PTO for the 2020-2021 school year as submitted in Exhibit 11.*

**K. Receipt of November 2020 Report on School Auxiliary and Club Balances**

*The Governing Board approved the November 2020 report on school auxiliary and club balances as listed in Exhibit 12.*

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

*The Governing Board approved all authorized signatories on District checking accounts for the 2020-2021 fiscal year as listed in Exhibit 13.*

**M. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Chilled Water Line Repair**

*The Governing Board approved the SFB Grant for Amphitheater High School central plant 1 chilled water line repair as presented in Exhibit 14.*

**N. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 5 Boiler Replacement**

*The Governing Board approved the SFB Grant for Amphitheater High School plant 5 boiler replacement as presented in Exhibit 15.*

**O. Approval of School Facilities Board (SFB) Grant for Amphi Middle School HVAC Replacement**

*The Governing Board approved the SFB Grant for Amphi Middle School HVAC replacement as presented in Exhibit 16.*

**P. Approval of School Facilities Board (SFB) Grant for Canyon del Oro High School HVAC Replacement**

*The Governing Board approved the SFB Grant for Canyon del Oro High School HVAC replacement as presented in Exhibit 17.*

**Q. Approval of School Facilities Board (SFB) Grant for Marion Donaldson Elementary School Boiler Replacement**

*The Governing Board approved the SFB Grant for Marion Donaldson Elementary School boiler replacement as presented in Exhibit 18.*

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

*The Governing Board approved the SFB Grant for Lulu Walker Elementary School HVAC replacement as presented in Exhibit 19.*

**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)**

*The Governing Board approved the 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) as presented in Exhibit 20.*

**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**

*The Governing Board approved the student fee rates charged pursuant to Governing Board Policy JQ, A.R.S. §15-342 (24), and A.R.S. §15-1142 as presented in Exhibit 21.*

**9. PUBLIC COMMENT**

There were none.

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

There were none.

**11. ADJOURNMENT**

*President Zibrat asked for a motion to adjourn the meeting. Vice President Day so moved. Ms. Cox Golder seconded the motion. There was no discussion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. The meeting adjourned at 6:50 p.m.*

*Karin Smith Gretchen Hahn*  
Minutes respectfully submitted for Governing Board Approval  
*Karin Smith, Executive Assistant to the Superintendent & Governing Board*  
*Gretchen Hahn, Secretary III, Governing Board Office*

January 25, 2021  
Date

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

January 26, 2021  
Date



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

---

**DATE OF MEETING:**        **January 25, 2021**

**TITLE:**        **Approval of Vouchers Totaling and Not Exceeding Approximately \$2,458,319.09  
(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 25, 2021

---

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**      **January 26, 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: January 13, 2021

---

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	01-26-21
Direct Deposit in the amount \$5,000.00	Rockfeller Philanthropy Advisors	Amphitheater High School
Ck in the amount \$148.59	Kroger	Amphitheater Middle School
Ck in the amount \$111.62	Kroger	Nash Elementary
Ck in the amount \$200.00	ExxonMobil Foundation	Prince / Keeling Elementary
Ck in the amount \$10.00	Blackbaud Giving Fund	Donaldson Elementary
Ck in the amount \$1,000.00	Knights of Columbus Santa Catalina Council	Cross Middle School
Ck in the amount \$3,600.00	Fidelity Charitable	Cross Middle School
Ck in the amount \$2,500.00	Amphitheater Foundation	La Cima Middle School
Ck in the amount \$124.79	Kroger	Nash Elementary
Ck in the amount \$300.00	G.T. Eddington	Walker Elementary
10 Apple iPads	Cox Computers for Kids	Rillito Center
5 HP Laptop	Cox Computers for Kids	Rillito Center
2 Dell Chromebooks	Cox Computers for Kids	Rillito Center



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

---

**DATE OF MEETING:**        **January 26, 2021**

**TITLE:**        **Award of Contract for Education and Career Action Plan Platform Request for Proposals (RFP) 11-19-2020**

---

**BACKGROUND:**

Request for Proposals 11-19-2020 was e-mailed to 153 vendors and posted at [www.azpurchasing.org](http://www.azpurchasing.org). There were 58 vendors that downloaded the solicitation and the District received seven responsive proposals. The solicitation asked for an Education and Career Planning Platform. The Evaluation Team scored each proposal based on the evaluation criteria listed in the RFP.

Two proposals were considered susceptible of award. Phase II Discussions/Presentations/Best and Final Offers were conducted for the following two highest scoring vendor proposals: SchoolLinks and Major Clarity.

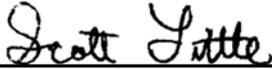
---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board determine that Major Clarity is the highest qualified vendor and authorize the Administration to negotiate any other agreements or contract terms that the Administration determines to be fair and reasonable for the awarded contract. It has been determined that the contract length will be for the remainder of fiscal year 20/21 with four one-year renewal options, total contract length not to exceed five years.

---

**INITIATED BY:**

  
Scott Little, Chief Financial Officer

**Date: January 19, 2021**

  
Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING: January 26, 2021**

**TITLE: Award of Contract for Access Points, Network Switches with Components and Associated Licensing Based Upon Responses to Request for Proposal (RFP) 01-12-2021**

---

**BACKGROUND:**

Request for Proposal (RFP) 01-12-2021 was emailed to 207 vendors, posted at [www.azpurchasing.org](http://www.azpurchasing.org) and published on the USAC (Universal Service Administrative Company) website as required for all E-Rate fund eligible goods and services. There were 88 vendors who downloaded the solicitation and 11 vendors that responded with “no bids.” Five (5) vendors submitted proposals. The vendors who submitted proposals were:

Ginger Sec, MNJ Technologies, Global Market Innovators, Inc. (GMI), Questivity and Hye Tech Networks

The Evaluation Team scored each proposal based on the evaluation criteria listed in the RFP.

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board determine that Global Market Innovators, Inc. (GMI) is the highest qualified vendor and authorize the Administration to negotiate any other agreements or contract terms that the Administration determines to be fair and reasonable for the awarded contract. The contract is for the purchase of the specified technology equipment and services.

---

**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: January 19, 2021

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**        **January 26, 2021**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Amphi High School 300 Wing Structural Repairs Design**

---

**BACKGROUND:**

On October 29, 2020 the District submitted a School Facilities Board (SFB) Grant request for the 300 Wing Structural Repairs Design at Amphi High School. The SFB has approved this grant request during the regularly scheduled SFB meeting of January 6, 2021 in the amount of \$30,795.00.

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

Grant Number: BRG-DSGN-00105

Grant Amount: \$30,795.00

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-DSGN-00105 in the amount of \$30,795.00 for the 300 Wing Structural Repairs Design at Amphi High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

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

**Date: January 19, 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](http://USCIS.GOV).

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

### **19.4 INSPECTION**

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

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

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

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

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

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

---

**DATE OF MEETING:**      **January 26, 2021**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Amphi High School Main Gym Roof Replacement**

---

**BACKGROUND:**

On October 29, 2020 the District submitted a School Facilities Board (SFB) Grant request for the roof replacement on the Main Gym at Amphi High School. The SFB has approved this grant request during the regularly scheduled SFB meeting of January 6, 2021 in the amount of \$741,499.00.

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

Grant Number: BRG-CONST-00182

Grant Amount: \$741,499.00

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-CONST-00182 in the amount of \$741,499.00 for the Main Gym roof replacement at Amphi High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

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

**Date: January 19, 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](http://USCIS.GOV).

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

### **19.4 INSPECTION**

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

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

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

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

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

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

---

**DATE OF MEETING:**        **January 26, 2021**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Amphitheater High School  
Central Plant 1 Hot Water Line Leak Assessment**

---

**BACKGROUND:**

On January 11, 2021 the District submitted a School Facilities Board (SFB) Grant request for an assessment of the hot water line leak 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 January 14, 2021 in the amount of \$5,000.00.

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

Grant Number: BRG-ASMNT-00185

Grant Amount: \$5,000.00

---

**RECOMMENDATION:**

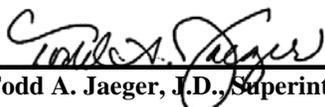
It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-ASMNT-00185 in the amount of \$5,000.00 for an assessment of the hot water line leak for Central Plant 1 at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

  
Jim Burns, Executive Manager, Operational Support

Date: January 19, 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](http://USCIS.GOV).

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

### **19.4 INSPECTION**

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

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

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

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

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

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

---

**DATE OF MEETING:**        **January 26, 2021**

**TITLE:**    **Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School  
Weatherization Design Bldgs 1005 & 1006**

---

**BACKGROUND:**

On November 17, 2020 the District submitted a School Facilities Board (SFB) Grant request for the Weatherization Design on buildings 1005 & 1006 at Ironwood Ridge High School. The SFB has approved this grant request during the regularly scheduled SFB meeting of January 6, 2021 in the amount of \$28,100.00.

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

Grant Number: BRG-DSGN-00129

Grant Amount: \$28,100.00

---

**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number BRG-DSGN-00129 in the amount of \$28,100.00 for the Weatherization Design on buildings 1005 & 1006 at Ironwood Ridge High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

Jim Burns, Executive Manager, Operational Support

Date: January 19, 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](http://USCIS.GOV).

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

### **19.4 INSPECTION**

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

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

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

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

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

A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

---

**DATE OF MEETING:**      **January 26, 2021**

**TITLE:**      **Study of Governing Board Policy DJE (Bidding/Purchasing Procedures)**

---

**BACKGROUND:**

Administration recommends the proposed revisions to Policy DJE (Bidding/Purchasing Procedures). Recommended additions are set forth in **blue** and recommended deletions are set forth in **red strikethrough**.

---

**RECOMMENDATION:**

This item is presented for the Board's study at this time. The Board may direct further revisions as it feels are appropriate. The revised Policy and Regulation will be brought back at a later date for the Board's approval.

---

**INITIATED BY:**

A handwritten signature in cursive script that reads "Michelle H. Tong".

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

**Date: January 19, 2021**

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

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

## DJE © BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. [R7-2-1141](#) *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. [23-214](#) subsection A. Each contract shall contain the warranties required by A.R.S. [41-4401](#) relative to the E-verify requirements.

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

### **Purchases Not Requiring Bidding**

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

~~Verbal~~Written price quotations will be requested from at least three (3) vendors for transactions of at least ten thousand dollars (\$10,000) ~~but less than fifty thousand dollars (\$50,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office. Written price quotations will be requested from at least three (3) vendors for transactions of at least fifty thousand dollars (\$50,000) but not more than~~ and less than one hundred thousand dollars (\$100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. [15-765](#). The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. [15-213](#).

The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. [11-952](#) are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. [15-213](#).

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. [15-382](#).

The District is not required to obtain bid security for the construction- manager-at-risk method of project delivery.

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

### **Online Bidding**

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. [41-2671](#) through [2673](#) using the rules adopted by the Department of Administration in implementing [41-2671](#) through [2673](#).

### **Purchases Requiring Bidding**

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than one hundred thousand dollars (\$100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

## Public Inspection and Rationale for Awarding a Contract

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection.

## Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

***Registered Sex Offender Restriction.*** Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. [13-3821](#), will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-

A.R.S.-

[11-952](#)

[15-213](#)

[15-213.01](#)

[15-213.02](#)

[15-239](#)

[15-323](#)

[15-342](#)

[15-382](#)

[15-765](#)

[15-910.02](#)

[23-214](#)

[34-101](#) et seq.

[35-391](#) et seq.

[35-393](#) *et seq.*

[38-503](#)

[38-511](#)

[39-121](#)

[41-2632](#)

[41-2636](#)

[41-4401](#)

A.A.C.-

[R7-2-1001](#) *et seq.*

A.G.O.-

I83-136

I87-035

I06-002

USFR: VI-8 *et seq.*

2C.F.R.200.321

CROSSREF.:-

[BCB](#) -Board Member Conflict of Interest

[DJ](#) -Purchasing

[DJG](#) -Vendor/Contractor Relations

[GBEAA](#) –Staff Conflict of Interest

[JLIF](#) - Sex Offender Notification