

Final Posting: Monday, July 25, 2022 at 4:00 pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, July 26, 2022

5:30 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. This meeting will also be audio streamed live for the public online. The link for the meeting will be posted on the District's website, www.amphi.com.

Persons present at the Board meeting may complete a form requesting to speak to the Board. Individuals who wish to address the Board in-person during Call to the Audience should fill out a public comment card and hand it to the Governing Board Secretary located in the main hallway of the Leadership and Professional Development Center. All comments are limited to 3 minutes to ensure an equitable opportunity to address the Board. In addition, to ensure adequate time is available for other Governing Board business, a maximum time limit for Public Comment will be observed. Those unable to speak within the specified time limits may also submit comments to the Board in writing.

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

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

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

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

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

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

Ms. Vicki Cox Golder, President

2. PLEDGE OF ALLEGIANCE

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

Tuesday, August 9, 2022 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking

4. PUBLIC COMMENT¹ (45 Minutes Maximum)

5. CONSENT AGENDA³

A. Approval of Appointment of Administrative Personnel	4
B. Approval of Appointment of Non-Administrative Personnel	8
C. Approval of Personnel Changes	11
D. Approval of Leave(s) of Absence	18
E. Approval of Separation(s) and Termination(s)	20
F. Approval of Stipend for Coaching Volunteers	24
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$4,254,169.59	26
H. Acceptance of Gifts	27
I. Approval of Parent Support Organization(s) - 2022-2023	29
J. Approval of Disposal of Surplus Property via PublicSurplus.com	31
K. Approval of Multi-Term Contracts for Fiscal Year 2022-2023	32
L. Annual Approval of All Authorized Signatories on District Checking Accounts for the 2022-2023 Fiscal Year	33
M. Approval of Verification of Desegregation Funding Matters and Submission of Desegregation Funding Report for Compliance with A.R.S. § 15-910	35
N. Approval of Oro Valley Police Department, Tucson Police Department, and Pima County Sheriff's Department Special Duty Program Agreements for Special Duty Law Enforcement Services	49
O. Approval of Governing Board Policy Exhibit CCB-E (Line and Staff Relations: Organizational Chart)	56
P. Approval of Food Service Meal Pricing SY 2022–2023	58
Q. Approval of Intergovernmental Agreement with Pima County Re: Use of Funding Provided by Town of Oro Valley for Improvements to District Facilities Used by Preschool Students Enrolled through Pima County PEEPS Program	59
R. Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School 300 Wing Structural and Drainage Renovation Construction	74
S. Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Central Plant 3 Hydronic Pipe Replacement Design	84
T. Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Roof Assessment Phase 1 East Campus	94
U. Approval of School Facilities Oversight Board (SFOB) Grant for Copper Creek Elementary School MPR Roof Replacement Construction	104
V. Approval of School Facilities Oversight Board (SFOB) Grant for Wilson K-8 School MPR Roof Assessments	114
W. Approval of School Facilities Oversight Board (SFOB) Grant for Wilson K-8 School MPR Stage HVAC Replacement Design	

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6. **STUDY/ACTION**

A. Selection of Governing Board Delegate and Alternate for Arizona School Board Association (ASBA) Delegate Assembly; Determination of Governing Board Position on ASBA Legislative Action Agenda Items; Direction to Delegate and Alternate

7. **PUBLIC COMMENT**¹ (45 Minutes Maximum)

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

9. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at www.amphi.com, and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible.

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

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GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: July 26, 2022

TITLE: Approval of Appointment of Administrative Personnel

BACKGROUND:

Administration recommends that the Governing Board approve its recommended candidate for the position of Equity and Safety Compliance Officer and Title IX Coordinator for Fiscal Year (FY) 22-23. The position has been advertised and the qualified applicants interviewed by a panel consisting of the following members:

- Michelle Tong, Associate to the Superintendent and General Counsel
- Armando Soto, Director of Interscholastics
- Kristie Stevens, Ironwood Ridge High School Assistant Principal
- Jessica Jarrett, Amphitheater Middle School Assistant Principal
- John Hastings, Human Resources Manager

The interview panel interviewed candidates Elizabeth Rusiecki and Rolf Averill and, thereafter, recommended that Superintendent Todd Jaeger likewise interview both candidates. The Superintendent interviewed Ms. Rusiecki and Mr. Averill on Monday, July 25, 2022.

Superintendent Todd Jaeger recommends **Elizabeth Rusiecki** for the position of Equity and Safety Compliance Officer and Title IX Coordinator for FY 22-23.

RECOMMENDATION:

Administration recommends that the Governing Board approve the administrative appointments as presented in this agenda item.

INITIATED BY:

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

Date: July 25, 2022

Todd A. Jaeger, J.D., Superintendent

7/26/2022

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Carlson	John	Equity & Safety Compliance Officer	CL-AD	Wetmore Center			Rescind		
Rusiecki	Elizabeth	Equity & Safety Compliance Officer	CL-AD	Wetmore Center	ESA	0 years	Promotion	Ms. Tong	

*	2022-2023 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

Elizabeth Rusiecki

Qualifications Summary

A lifelong communicator, advocate of education, equality and inclusion. My twenty years in and out of education reinforce a belief that knowledge – and empathy – are our most powerful guiding principles. I recently departed the private sector for more meaningful, mindful and gratifying ways to put my passions to work.

Communication

- ◆ Deadline-driven, independent, career writer, with experience in journalism, public information, public relations, marketing and municipalities.
- ◆ Passionate communicator on the page and in person. Strong work ethic, exceptional attention to detail.
- ◆ Information-driven, knowledge seeking rapid learner.

Collaboration

- ◆ Passionate and dedicated team player eager to share my communication skills in a lively, dynamic workplace.
- ◆ Friendly, accessible, outgoing and eager to absorb the talent and knowledge of those around me.

Compliance

- ◆ Brought to life and energized Amphitheater Public School district's first-ever Pandemic Compliance and Mitigation office.
- ◆ Ensure a 12,000-student district is in compliance with county, state and federal pandemic guidance.

Discretion

- ◆ Unquestionable, impartial career-spanning discretion, from journalist to Public Information Officer, from access to a \$14 million annual consumer platform or the health records of an entire school district.
- ◆ As a neighborhood association Communications Director, work with Tucson Police Department and City Council Ward reps to report, document and divert crime and disseminate information to residents.

Professional Experience

Amphitheater Public Schools Pandemic Compliance and Mitigation Officer

November, 2021 – Present

In a newly-created role to address the district's pandemic response, ensure a 14,000-student, 2000-employee school district is in compliance with county, state and federal COVID-19 guidance.

- Entering - and defining - this role for the first time, analyzed the district's COVID-19 reporting strategy across 22 schools to develop a daily reporting system that allows the district to comply with Pima County reporting guidelines, track the pandemic throughout the district, and ensure the safety of our school community.
- Act as a liaison between school contact tracers, school health offices, principals and the Student Health Services Department and district leadership. Work closely with the Associate to the Superintendent.
- Train school representatives how to identify and report positive COVID-19 students and staff, how to identify and notify close contacts, and keep school personnel up to date on pandemic policies and mitigation, changes to protocol and county sanitary measures, and how to reflect such changes in an ever-evolving pandemic.

Freelance Contractor
Writer, Marketer and Brander

2010 – November, 2021

Successful, full time freelance writer, brand curator, storyteller and small business brander with expertise in both the big beauty and clean beauty spaces with clients from local glossies to university law review magazines.

- Executed concept to consumer story and brand development for a range of clients, from startups to established brands. This role demanded 24/7, 365 access to founders, team members and coworkers, often in highly stressful, deadline accountable situations.
- Digital Jill of all Trades, from social media curation to website management, content creator to newsletter creation and and visual branding.

Mesa Public Schools
Substitute Teacher and Reading/Writing Aide

2005 - 2008

Popular K-6 substitute teacher, eventually given a solo classroom to meet the needs of students struggling with their reading and writing skills.

- Within confines of my own classroom, workshopped with groups of 5th and 6th graders to boost writing and reading skills through conferencing, prompting, tutoring and game play.
- Highly requested K-6 substitute teacher.

Amphitheater Public Schools
Substitute Teacher

2002 - 2005

Popular K-5 substitute teacher, often accepting long-term assignments at Copper Creek Elementary School. Also consistently volunteered as a class parent.

Volunteer Experience

- **Communications Director, Oak Flower Neighborhood Association, Tucson, Arizona**
- **Previously: Cofounder, SAFE House Domestic Violence Center, Henderson Nevada**
- **Previously: Boys and Girls Club and American Cancer Society of Southern Nevada**

2020 to Present

Education

Bachelor of Arts, Journalism

University of Arizona, Tucson, Arizona, 1990

Community College Coursework in Journalism

Pima Community College, Tucson, Arizona, 1984+



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Appointment of Non-Administrative Personnel

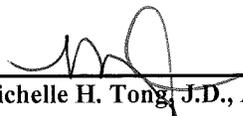
BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of July 25, 2022.

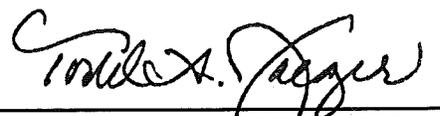
RECOMMENDATION:

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

INITIATED BY:


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

Date: July 25, 2022


Todd A. Jaeger, J.D., Superintendent

7/26/2022

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Privatt	Dominika	Psychologist	CT-PR	Wetmore Center	PSYCH	5 years	Replacement	Ms. McGraw	
Abril Montano	Yamileth	Teacher - Grade 4	CT	Nash Elementary			Correction		Position
Bivens	Joanna	Teacher - Music	CT	Painted Sky Elementary	CTT-BA	10 years	Replacement	Ms. Papajohn	
Cervantez	Monica	Teacher - Pandemic Recovery	CT	Copper Creek Elementary	CTT-MA	8 years	Replacement	Ms. Hillig	
Chavez	Justin	Teacher - Social Studies	CT	La Cima Middle School	CTT-BA	0 years	Replacement	Dr. Dudley	
Dunnet	Gavin	Teacher - ELL/SEI	CT	Amphi High School	CTT-MA	10 years	Replacement	Mr. Malis	
Garcia	Monica	Teacher - Cross Categorical Classroom	CT	Cross Middle School	CTT-BA	2 years	Replacement	Mr. Gutierrez	
Gill	Barbara	Teacher - Language Arts	CT	Coronado K-8 School	CTT-MA	5 years	Replacement	Ms. Letts	
Hantman	Matthew	Teacher - Language Arts	CT	Amphi Middle School	CTT-DOC	5 years	Replacement	Ms. Wichers	
Hantman	Matthew	Teacher - Language Arts	CT	Amphi Middle School	CTT-DOC	5 years	Replacement	Ms. Wichers	
Higgins	Ashley	Teacher - Career Exploration & Transit	CT	Cross Middle School			Rehire		
Higgins	Ashley	Teacher - Pandemic Recovery	CT	Cross Middle School			Rehire		
Higgins	Ashley	Teacher - Study Skills	CT	Cross Middle School			Rehire		
Hitt	Anglea	Teacher - Art	CT	Wilson K-8 School			Rehire		
Kagler	Patricia	Teacher - Grade 3	CT	Nash Elementary			Rehire		
Linn	David	Teacher - Career Exploration & Transit	CT	Wilson K-8 School			Rehire		9
Maddox	Kenzie	Teacher - Grade 1	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	
Manno	Theodore	Teacher - Biology	CT	Ironwood Ridge High	CTT-DOC	10 years	Replacement	Mr. Jenkins	
Minson	Bryan	Teacher - REACH	CT	La Cima Middle School	CTT-MA	0 years	Correction	Dr. Dudley	Location & Position
Olea-Rowe	Briana	Teacher - Mathematics	CT	La Cima Middle School	CTT-BA	0 years	Replacement	Dr. Dudley	
Olson	Katherine	Teacher - Social Studies	CT	Amphi Middle School	CTT-BA	5 years	Replacement	Ms. Wichers	
Olson	Kathering	Teacher - Academic Intervention	CT	Amphi Middle School	CTT-BA	5 years	Replacement	Ms. Wichers	
Olson	Kimberly	Teacher - English	CT	Ironwood Ridge High	CTT-MA	4 years	Replacement	Mr. Jenkins	

*	2021-2022 School Year	HSP High School Principal					ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal					ADCL	Addendum Classified	
New	New hire filling a newly created position	ESP Elementary School Principal					ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Pearce	Leslie	Teacher - Sports Medicine and Rehabi	CT	Ironwood Ridge High	CTT-BA	5 Years	Replacement	Dr. Jenkins	
Pearce	Leslie	Teacher - P. E.	CT	Ironwood Ridge High	CTT-BA	5 years	Replacement	Dr. Jenkins	
Reed	Christina	Teacher - Cross Categorical Classroom	CT	Holaway Elementary	CTT-MA	5 years	Replacement	Mr. Frederiksen	
Ricker	Matthew	Librarian	CT	Ironwood Ridge High	CTT-MA	0 years	Replacement	Dr. Jenkins	
Sanchez-Moreno	Meylin	Teacher - Music	CT	Donaldson Elementary	CTT-BA	1 year	Replacement	Mr. Szczepaniak	
Sanchez-Moreno	Meylin	Teacher - Band	CT	Donaldson Elementary	CTT-BA	1 year	Replacement	Mr. Szczepaniak	
Trouard	Matthew	Teacher - Government	CT	Amphi High School	CTT-MA	0 years	Replacement	Mr. Malis	
Vissichelli	Joe	Teacher - English	CT	Ironwood Ridge High	CTT-BA	10 Years	Replacement	Dr. Jenkins	
Vo	Michael	Teacher - Special Education Resource	CT	Amphi High School	CTT-MA	0 years	Replacement	Mr. Malis	
Watson	David	Teacher - P. E.	CT	Amphi High School			Rehire		
Avila-Castro	Ernesto	Custodian I	CL-RET	CDO High School			Rehire		\$13.17 per hour
Richards	Amy	Supervisor of Food Service	CL-RET	Coronado K-8 School			Rehire		\$16.95 per hour
Richards	Amy	Supervisor of Food Service	CL-RET	Copper Creek Elementary			Rehire		\$16.95 per hour
Neubauer	Cristina	School Nurse	CL-PR	Amphi Middle School	PRNT-BA	5 years	Replacement	Ms. Wichers	
Coronado	Magda	Classroom Aide/Caregiver	CL	La Cima Middle School	2	0 years	Replacement	Dr. Dudley	
Cruz-Rojewski	Jennifer	Special Education Teaching Assistant	CL	Cross Middle School	3	0 years	Replacement	Mr. Gutierrez	
Derfus	Robert	Security Officer	CL	Wilson K-8 School	2	5 years	Replacement	Ms. Sullivan	
Dominguez	Ariana	Preschool Instructional Specialist	CL	Donaldson Elementary	5	0 years	Replacement	Mr. Szczepaniak	10
Fears	Carolyn	Preschool Instructional Specialist	CL	Copper Creek Elementary	5	9 years	Replacement	Ms. Hillig	
Fisher	Michael	Security Officer	CL	CDO High School	2	5 years	Replacement	Ms. Bulleigh	
Imbody	Louise	Special Education Teaching Assistant	CL	Wilson K-8 School	3	5 years	Replacement	Ms. Sullivan	
Rodriguez	Ann	Special Education Teaching Assistant	CL	Wilson K-8 School			Rehire		
Valdez	Rosa	Library Assistant	CL	Ironwood Ridge High	4	0 years	Replacement	Mr. Jenkins	
Richards	Pennilyn	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	\$12.80 per hour

*	2021-2022 School Year	HSP High School Principal					ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal					ADCL	Addendum Classified	
New	New hire filling a newly created position	ESP Elementary School Principal					ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: July 26, 2022

TITLE: Approval of Personnel Changes

BACKGROUND:

Recommended changes in the employment status of employee(s) and/or employee job description(s) are presented herein for approval. The item also includes a revised Teacher Placement Schedule for salary placement of newly hired teachers who start working for the District in Fiscal Year 22-23. Changes are current as of July 25, 2022.

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: July 25, 2022

Todd A. Jaeger, J.D., Superintendent

7/26/2022

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Ambrosio	Trish	Teacher - Mathematics	CT	Ironwood Ridge High	Increase FTE			+0.2 FTE
Brower	Kristy	Teacher - Music	CT	Harelson Elementary	Added Duty			\$11,007.96
Carter	Beth	Teacher - Study Skills	CT	Cross Middle School	Added Duty			\$10,961.86
Cliff	Mary	Instructional Support Assistant	CT	Amphi Academy Online	Transfer			
Erickson	Leif	Teacher - Generalist	CT	Ironwood Ridge High	Decrease FTE			<0.2 FTE>
Fengler	Katrina	Teacher - Art	CT	Copper Creek Elementary	Salary Level Change	CTT-MA+	+\$634.00	
Garcia	Tiffin	Teacher - Preschool Director	CT	CDO High School	Transfer			
Keller	Jennifer	Teacher - AVID	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Keller	Jennifer	Teacher - Language Arts	CT	Amphi Middle School	Increase FTE			+0.1667 FTE
Kruthaupt	Fabiola	Teacher - Pandemic Recovery	CT	Cross Middle School	Additional Position			
Le	Thanhliem	Teacher - Pandemic Recovery	CT	Amphi Middle School	Additional Position			
Le	Thanhliem	Teacher - Math Intervention	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Le	Thanhliem	Teacher - Math Lab	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Lee	Kristina	Teacher - Cross Categorical Clas	CT	Donaldson Elementary	Salary Level Change	CTT-BA+	+\$635.00	
Paulson-Midgley	Tamara	Teacher - Music	CT	Amphi Middle School	Added Duty			\$13,088.93
Pham	Phi	Teacher - Mathematics	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Reis	Cary	Teacher - Academic Intervention	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Roop-Rosales	Sarah	Teacher - Cross Categorical Clas	CT	Amphi Middle School	Promotion	CTT-MA	0 years	
Turpin	Carrie	Teacher - Art	CT	Donaldson Elementary	Salary Level Change	CTT-BA+	+\$635.00	
Calvin	Leeann	Preschool Instructional Specialist	CL	CDO High School	Promotion	5	+\$0.84	
Erskin	Charles	Food Service Attendant	CL	Cross Middle School	Increase FTE			+0.0625 FTE
LaPedus	Michael	Behavioral Intervention Monitor	CL	Mesa Verde Elementary	Transfer			

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*	2021-2022 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Pogue	Dawn	Food Service Attendant	CL	CDO High School	Increase FTE			+0.25 FTE
Rodriguez-Gonzal	Julie	Clerk	CL	Nash Elementary	Additional Position			
Abdai	Amy	ADDN - ESY Speech/Language P	ADCT	Rillito Center	Correction			*Pay \$50.37
Adams	Elizabeth	ADDN - Extra Hours	ADCT	Wetmore Center	Added Duty			\$27.64 per hour
Alessi	Dawn	ADDN - Extra Hours	ADCT	Wetmore Center	Addendum			*\$27.34 per hour
Alvarez	Kristen	ADDN - School Support Team	ADCT	Nash Elementary	Addendum			\$20.00 per hour
Bartz	Hannah	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum			\$20.00 per hour
Brungardt	Elizabeth	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum			\$20.00 per hour
Buckwalter	James	ADDN - School Support Team	ADCT	Nash Elementary	Addendum			\$20.00 per hour
Burgin	Samantha	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Byrnes	Melani	ADDN - ESY Physical Therapist	ADCT	Rillito Center	Correction			*Pay \$57.99
Cannon	Robert	ADDN - CTSO Stipend HS	ADCT	CDO High School	Addendum			*\$1,250.00
Castle	Jordan	ADDN - Certified Tutor	ADCT	CDO High School	Addendum			*\$42.00 per hour
Cordell	Colin	ADDN - Summer School Teacher	ADCT	Innovation Academy	Addendum			*\$3,748.50
Di Vetta	Trista	ADDN - Extra Hours	ADCT	Wetmore Center	Added Duty			*\$29.64 per hour
Escalante	Ana	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Faflik	Elize	ADDN - ESY Speech/Language P	ADCT	Rillito Center	Correction			*Pay \$39.27
Fein	Dorothy	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum			\$20.00 per hour
Frederiksen	Megan	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum			\$700.00
Garcia	Carla	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum			*\$25.00 per hour
Gerard	Michelle	ADDN - Summer Weights	ADCT	CDO High School	Addendum			\$1,950.00
Girard	Robert	ADDN - School Support Team	ADCT	Federal/State Programs	Addendum			\$20.00 per hour
Glor	Daniel	ADDN - Curriculum Development	ADCT	CDO High School	Addendum			\$25.00 per hour
Gordon-Johnson	Deborah	ADDN - Summer School Teacher	ADCT	CDO High School	Addendum			*\$3,360.00

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*	2021-2022 School Year					ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position					CT-AD	Certified Administrative
Correction	Correction to contract					CT	Certified
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative
Extension	End date being extended					CL	Classified
Increase FTE	Increase in hours/contract					PR	Professional
Promotion	Employee receiving a promotion to another position					EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School
Status Change	Employee changing status (i.e. short term to career)					HS	High School
Temporary	Employee working for a limited period of time						
Transfer	Employee moving from one position to another						

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Habinek	Angela	ADDN - Technology Coach EL	ADCT	Mesa Verde Elementary	Addendum		\$1,550.00	
Herron	Candace	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Hillig	Stephanie	ADDN - One-Time Signing Bonus	ADCT	Copper Creek Elementary	Addendum		\$5,000.00	
Johnson	Brooke	Special Education Facilitator	ADCT	Donaldson Elementary	Addendum		\$750.00	
Kasen	Jamie	ADDN - School Support Team	ADCT	Walker Elementary	Addendum		\$20.00 per hour	
McClemons	Teri	ADDN - ESY Psychologist	ADCT	Rillito Center	Correction		*Pay \$45.06	
McConnell	Marissa	ADDN - Administrative Designee	ADCT	Mesa Verde Elementary	Addendum		\$2,000.00	
McDole	Kimberly	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
McMillan-Dale	Meredith	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$700.00	
McNew	Ann	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Mounts	Brianna	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Mounts	Deborah	ADDN - AZELLA Testing	ADCT	Federal/State Programs	Addendum		\$30.00 per hour	
Oros	Lourdes	ADDN - AZELLA Testing	ADCT	Federal/State Programs	Addendum		\$30.00 per hour	
Paredez	Jerell	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Peace	Dustin	ADDN - Summer Weights	ADCT	CDO High School	Addendum		\$1,950.00	
Penna	Kelli	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Perez	Katrina	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$700.00	
Powell	Matthew	ADDN - Athletic Equipment Tech.	ADCT	CDO High School	Addendum		\$1,850.00	
Rossi	Eric	ADDN - Summer Weights	ADCT	CDO High School	Addendum		\$1,950.00	
Tarbet	Jeremy	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Willis	John	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Young	Laurel	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Calvin	Leeann	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.04 per hour	
Cross	Cynthia	ADDN - Extra Hours	ADCL	Copper Creek Elementary	Added Duty		\$16.55 per hour	

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*	2021-2022 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
Status Change	Employee changing status (i.e. short term to career)					HS	High School	
Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Drake	Tiffany	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$13.27 per hour	
Finney	Stephanie	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Garcia	Latissia	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$13.26 per hour	
Gutierrez	Sharon	Bus Driver	ADCL	Transportation	Added Duty		\$23.66 per hour	
Hernandez	Mary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Leyvas	Laura	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		*\$12.90 per hour	
Loy	Charles	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$17.36 per hour	
Martinsen	Katherine	ADDN - Extra Hours	ADCL	Cross Middle School	Added Duty		\$15.81 per hour	
Meredith	Pamela	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.80 per hour	
Pearcy	Cindy	Clerk	ADCL	Federal/State Programs	Added Duty		\$14.04 per hour	
Plimpton	Bethany	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.54 per hour	
Rhein	Kary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Rodriguez	Klariza	Clerk	ADCL	Federal/State Programs	Added Duty		\$13.75 per hour	
Scardaville	Anthony	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.70 per hour	
Schneider	Anitza	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.65 per hour	
Sevinsky	Nicole	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.16 per hour	
Sholl	Norma	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.34 per hour	
Sipchen	James	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Soto	Rosemary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.60 per hour	
Strang	Alecia	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.72 per hour	
Thomas	Colleen	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$18.86 per hour	
Toothman	Victoria	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	

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*	2021-2022 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

AMPHITHEATER PUBLIC SCHOOLS
FY23 CERTIFICATED - TEACHER PLACEMENT SCHEDULE

	BACHELORS	BA/BS + 15	MASTERS	MA/MS + 15	ED SPEC/NBCT	DOCTORATE
Minimum	\$42,286.65	\$42,953.40	\$44,286.90	\$44,952.60	\$46,286.10	\$47,618.55
Maximum*	\$62,226.00	\$63,272.00	\$65,364.00	\$66,410.00	\$68,502.00	\$70,593.00

Additional compensation may be given for years of experience.

Salary amounts include approx. \$1,550 from Prop 301 (Fund 11) and approx. \$2,827 from Prop 301 (Fund 13), as well as the override retention funding previously itemized separately on the salary schedule, and are subject to reduction if either expires.

*This amount represents maximum earning potential in this classification.

AMPHITHEATER PUBLIC SCHOOLS

FY23 CERTIFICATED - TEACHER SALARY GUIDELINES

(CTT)

PRIOR EXPERIENCE - Salary credit for years of experience will be cumulative

1-3 years of experience will receive \$100 for each year of experience

4-6 years of experience will receive \$400 for each year of experience

7-10 years of experience will receive \$600 for each year of experience

	BACHELORS	BA/BS + 15	MASTERS	MA/MS + 15	ED SPEC/NBCT	DOCTORATE			
0 years	\$ 42,286.65	\$ 42,953.40	\$ 44,286.90	\$ 44,952.60	\$ 46,286.10	\$ 47,618.55			
1 year	\$ 42,386.65	\$ 43,053.40	\$ 44,386.90	\$ 45,052.60	\$ 46,386.10	\$ 47,718.55	\$ 100.00		
2 years	\$ 42,486.65	\$ 43,153.40	\$ 44,486.90	\$ 45,152.60	\$ 46,486.10	\$ 47,818.55	\$ 100.00		
3 years	\$ 42,586.65	\$ 43,253.40	\$ 44,586.90	\$ 45,252.60	\$ 46,586.10	\$ 47,918.55	\$ 100.00		
4 years	\$ 42,986.65	\$ 43,653.40	\$ 44,986.90	\$ 45,652.60	\$ 46,986.10	\$ 48,318.55	\$ 400.00		
5 years	\$ 43,386.65	\$ 44,053.40	\$ 45,386.90	\$ 46,052.60	\$ 47,386.10	\$ 48,718.55	\$ 400.00		
6 years	\$ 43,786.65	\$ 44,453.40	\$ 45,786.90	\$ 46,452.60	\$ 47,786.10	\$ 49,118.55	\$ 400.00		17
7 years	\$ 44,386.65	\$ 45,053.40	\$ 46,386.90	\$ 47,052.60	\$ 48,386.10	\$ 49,718.55	\$ 600.00		
8 years	\$ 44,986.65	\$ 45,653.40	\$ 46,986.90	\$ 47,652.60	\$ 48,986.10	\$ 50,318.55	\$ 600.00		
9 years	\$ 45,586.65	\$ 46,253.40	\$ 47,586.90	\$ 48,252.60	\$ 49,586.10	\$ 50,918.55	\$ 600.00		
10 years	\$ 46,186.65	\$ 46,853.40	\$ 48,186.90	\$ 48,852.60	\$ 50,186.10	\$ 51,518.55	\$ 600.00		

DEGREE/LEVEL MOVEMENT

BACHELORS	AMT	BA/BS + 15	AMT	MASTERS	AMT	MA/MS + 15	AMT	ED SPEC/NBCT	AMT
BA+15	\$ 635.00								
MA	\$ 1,905.00	MA	\$ 1,270.00						
MA+15	\$ 2,539.00	MA+15	\$ 1,904.00	MA+15	\$ 634.00				
ED Spec	\$ 3,809.00	ED Spec	\$ 3,174.00	ED Spec	\$ 1,904.00	ED Spec	\$ 1,270.00		
DOC	\$ 5,078.00	DOC	\$ 4,443.00	DOC	\$ 3,173.00	DOC	\$ 2,539.00	DOC	\$ 1,270.00

Teachers with their National Board Certified will be placed at Ed Spec./NBCT

Contract Type:	Standard	Short Term	Part Time						07/01/2022
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**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: July 26, 2022

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of July 18, 2022.

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: July 18, 2022

Todd A. Jaeger, J.D. Superintendent

7/26/2022

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Ruhl	Troy	Painter III	CL	Facilities Support	06/08/2022	*Start Date

* 2021-2022 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: July 26, 2022

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

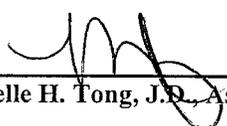
BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of July 18, 2022.

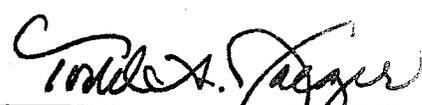
RECOMMENDATION:

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: July 18, 2022


Todd A. Jaeger, J.D. Superintendent

7/26/2022

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Castle	Jordan	ADDN - Summer School Tez	CT	CDO High School	06/06/2022	Resign Addendum Only	*This positon only
Floyd	Krysten	Teacher - Social Studies	CT	La Cima Middle School	06/27/2022	Resignation	*
Gould	Marni	Teacher - Mathematics	CT	La Cima Middle School	06/23/2022	Correction	Resignation
Lee	Andrew	Teacher - Writing Lab	CT	Amphi Middle School	05/20/2022	Resignation	*
Lee	Andrew	Teacher - Language Arts	CT	Amphi Middle School	05/20/2022	Resignation	*
Obregon	Marisa	Teacher - General Science	CT	Amphi Middle School	05/20/2022	Resignation	*
Pinon	Marleyna	Teacher - Sports Medicine a	CT	Ironwood Ridge High	05/20/2022	Resignation	*
Travis	Brenda	Teacher - English	CT	Ironwood Ridge High	05/20/2022	Resignation	*
Owen	Marjorie	ADDN - ESY Teaching Assis	CL	Rillito Center	06/23/2022	Resign Addendum Only	*This position only
Pacheco	Isha	Nutrition & Wellness Secreta	CL	Food Service Admin	06/03/2022	Resignation	*
Rhoades	Alyssa	Campus Monitor	CL	Prince Elementary	06/23/2022	Resignation	*
Rhoades	Alyssa	Instructional Aide	CL	Prince Elementary	06/23/2022	Resignation	*
Ryan	Margaux	Classroom Aide/Caregiver	CL	Walker Elementary	05/19/2022	Resignation	*
Schrepfer	Sandra	Special Education Teaching	CL	Wilson K-8 School	04/29/2022	Resignation	*

*	2021-2022 School Year		
Budget RIF	Reduction in force due to budget	ADCT	Addendum Certified
Abandonment	Employee abandoned position	ADCL	Addendum Classified
Breach of Contract	Employee did not fulfill contract	ADDM	Addendum Only
Dismissal	Employee terminated by the District	CT-AD	Certified Administrative
Resignation	Employee resigning from the District	CT	Certified
Retirement	Employee retiring from the District	CL-AD	Classified Administrative
		CL	Classified
		PR	Professional

07/26/2022

Substitutes

GOVERNING BOARD MEETING
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Barrera-Wolk	Julia		CT		07/07/2022	
Bogen	Norman		CT		07/07/2022	
Brannon	Glenn		CT		07/07/2022	
Brei	Marie		CT		07/07/2022	
Cessna-Kontowicz	Lesley		CT		07/07/2022	
DiCaro	Paul		CT		07/07/2022	
Gibson	Mary Jo		CT		07/07/2022	
Guerra	Francisco		CT		07/07/2022	
Jennerjahn	Aaron		CT		07/07/2022	
Kestler	Edward		CT		07/07/2022	
Lacy	Helen		CT		07/07/2022	
Levine	Keith		CT		07/07/2022	
McGee	Susan		CT		07/07/2022	
Meyer	James		CT		07/07/2022	
Muramatsu	Corinne		CT		07/07/2022	
Neff	Deborah		CT		07/07/2022	
Seal	Kevin		CT		07/07/2022	
Serrano	Oscar		CT		07/12/2022	
Sillman	Neala		CT		07/12/2022	
Smith	Sherri		CT		07/07/2022	
Spencer	Janitzzy		CT		07/12/2022	
Sukenaga	Cali		CT		07/12/2022	
Thomson	George		CT		07/12/2022	
Tselentis	Kira		CT		07/12/2022	
Udun	Isil		CT		07/12/2022	
Weiser	Donald		CT		07/12/2022	

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AD Administrative
PR Professional
CT Certified
CL Classified

07/26/2022

Substitutes

GOVERNING BOARD MEETING
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Adelberg	Melissa		CL		07/12/2022	
Durazo	Cecilia		CL		07/12/2022	
Harris	Margaret		CL		07/12/2022	
Knapp	Kimberly		CL		07/12/2022	
Pruitt	Michelle		CL		07/12/2022	
Pruitt	Toni		CL		07/12/2022	
Ritchie	Valerie		CL		07/12/2022	
Strumpf	Joshua		CL		07/12/2022	

AD Administrative
PR Professional
CT Certified
CL Classified



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: July 26, 2022

TITLE: Approval of Stipend for Coaching Volunteers

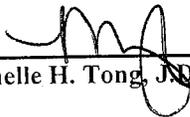
BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of July 18, 2022.

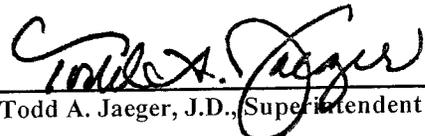
RECOMMENDATION:

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: July 18, 2022


Todd A. Jaeger, J.D., Superintendent

7/26/2022

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Hitchye	Jordan	Coach - Summer Weight Prog HS	CDO High School	Stipend	\$1,950.00
Main	Britain	Coach - Summer Weight Prog HS	CDO High School	Stipend	\$1,950.00
Murray	Christopher	Coach - Football Assistant HS	CDO High School	Stipend	\$2,500.00
Owens	Michael	Coach - Volleyball Head HS	CDO High School	Stipend	\$3,000.00
Sevinsky	Nicole	Coach - Spiritleading Assistant Fa	CDO High School	Stipend	\$2,250.00
Vallejos Jr.	John	Coach - Football Assistant HS	CDO High School	Stipend	\$1,250.00
Yewell	James	Coach - Swimming Head HS	CDO High School	Stipend	\$3,000.00

* 2022-2023 School Year



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$4,254,169.59
(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: July 25, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: July 26, 2022

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: July 13, 2022

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	07-26-22
Ck in the amount \$72.66	Coca Cola Give	Wilson K-8 Elementary
Ck in the amount \$4,806.94	IRHS Baseball Boosters	Ironwood Ridge High School
Austin Leg Drive	Dr. Dale Stott	Ironwood Ridge High School
Glute Hamstring Machine	Dr. Dale Stott	Ironwood Ridge High School
Commercial Glass Front Refrigerator	Dr. Dale Stott	Ironwood Ridge High School
Automated External Defibrillator	Steven M. Gooter Foundation	Ironwood Ridge High School
Ck in the amount \$30,000.00	Amphitheater Foundation	Other
Ck in the amount \$500.00	GenYouth	Walker Elementary School
Ck in the amount \$1,000.00	AAUW Northwest Tucson	Walker Elementary School



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Parent Support Organization(s) – 2022-2023

BACKGROUND:

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

CDO Swimming Booster

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: July 19, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2022-2023

Name of Organization CDO Swimming Booster

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 87-2285808

OFFICERS:

Name: Anthony Ferrara
Office Held: President
Address: _____

Name: Robyn Yewell
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____
Date taking office: 09/01/21

E-mail: _____
Phone(s): _____
Date taking office: 09/01/21

Name: Aundrea Chism
Office Held: Secretary
Address: _____

Name: _____
Office Held: _____
Address: _____

Phone(s): _____
Date taking office: 09/01/21

Phone(s): _____
Date taking office: _____

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No
Member meetings held how often? Monthly Executive meetings held how often? As Needed

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

Signature [Signature] Date 6-23-2022
Signature Aundrea Chism Date 6/23/2022

Signature [Signature] Date 6.26.22
Signature _____ Date _____

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

Signature _____ Date 6/30/22

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 7/26/22

Revised 5-3-06

Rec'd
7/11/22



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

DATE OF MEETING: July 26, 2022

TITLE: **Approval of Disposal of Surplus Property via PublicSurplus.com**

BACKGROUND:

With Governing Board approval, the Administration will sell via an Internet-Based Online-Sale the following surplus property:

<u>Description</u>	<u>Quantity</u>
Buses (IHC Diesel)	6
Buses (Bluebird)	9
Buses (Thomas)	2
Trucks (Chevrolet)	5
Truck (GMC)	1
Trucks (Ford)	2
Truck (Dodge)	1
Hot Box Cabinet (Kres Cor)	1

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the disposal of surplus property at a competitive Internet-Based Online-Sale via PublicSurplus.com.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: July 18, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Multi-Term Contracts for Fiscal Year 2022-2023

BACKGROUND:

The following contract was eligible for renewal but was accidentally left off of the attachment on the June 28, 2022 agenda item:

Roofing Assessment Services - Scott Rumel - RFQ 08-07-2019Q

This renewal is pursuant to the *Arizona Administrative Code, Article 10, Section R7-2-1093*.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the contract renewal for Scott Rumel - RFQ 08-07-2019Q for Fiscal Year 2023.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: July 19, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: July 26, 2022

TITLE: Annual Approval of All Authorized Signatories on District Checking Accounts for the 2022-2023 Fiscal Year

BACKGROUND:

Staffing changes require modifications to the list of authorized signatories.

The attached listing represents the recommended authorized signatories on all District checking accounts for the 2022-2023 fiscal year.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve this listing of signatories for all District checking accounts for the 2022-2023 fiscal year.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: July 19, 2022

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS
DISTRICT CHECKING ACCOUNTS
2022-2023

Revised 7/18/22

<u>OPERATING ACCOUNT</u>	Well Fargo Bank <u>ACCOUNT #</u>	<u>AUTHORIZED SIGNATURES</u>
Operating Sweep Account	052-9786493	Scott Little
Flexible (FSA) Transfers In & Out	052-9786485	Clifford Wadhams
Direct Deposit In & Out	674-4101186	Casie Curtis
Clearing In & Out	408-4002182	Rebecca Hout
District Tax Credit Clearing	700-0388392	Vanessa Rivera ADD
Food Service In & Out	052-9787038	Scott Little
Food Service Revolving Account	072-8892605	Clifford Wadhams Ernestina Wahlmeier
District Revolving Account	052-9786477	Scott Little Clifford Wadhams Casie Curtis Rebecca Hout
Amphi Schools FBO Individual EPARS Participants	2000045003743	Scott Little
TSA Consulting Group Inc	453-9601887	Clifford Wadhams Christopher McDoniel
Benefits Account		
Health Savings Account		
District Auxiliary Activities	409-4801180	Scott Little
District Student Activities	408-4101180	Clifford Wadhams Rebecca Hout Casie Curtis
Amphi High Auxiliary Activities	072-8501321	Scott Little
Amphi High Student Activities	072-8504242	A.J. Malis Glenda Arffa David Humphreys Vanessa Harding
CDO High Auxiliary Activities	052-9786469	Scott Little
CDO High Student Activities	052-9792012	Tara Bulleigh Brent Spencer ADD Marco Dominguez Amanda Magelli Geneva Carry Robinson
Ironwood Ridge High Auxiliary Activities	612-2124529	Scott Little
Ironwood Ridge High Student Activities	052-9789935	Orante Jenkins Kristie Stevens Terri Amonson Patricia Harris Joan Ferrell



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

DATE OF MEETING: **July 26, 2022**

TITLE: **Approval of Verification of Desegregation Funding Matters and Submission of Desegregation Funding Report for Compliance with A.R.S. § 15-910**

BACKGROUND: A.R.S. § 15-910 requires Arizona school districts who qualify to receive state desegregation funding to verify annually how they use their desegregation funds. Amphitheater qualifies to receive state desegregation funds through two separate agreements with the United States Department of Education, Office of Civil Rights (“OCR”). This Board item permits the Governing Board to review Amphitheater’s use of desegregation funding and to authorize the Administration to provide the District’s annual A.R.S. § 15-910 verification.

Because this item is presented annually, the Board will be familiar with the below discussions of the reasons for Amphitheater’s desegregation funding. Nevertheless, a general explanation is included to enable the Board to authorize the requisite verification.

State Authority for Desegregation Funding

A.R.S. § 15-910 authorizes the issuance of desegregation funding to school districts who are required to budget for specific expenses to comply with a court order of desegregation or an administrative agreement with the United States Department of Education, Office of Civil Rights, to remediate concerns for racial disparity. A.R.S. § 15-910(G) states, in pertinent part, as follows:

“... budget for expenses of complying with or continuing to implement activities which were required or permitted by a court order of desegregation or administrative agreement with the United States department of education office for civil rights directed toward remediating alleged or proven racial discrimination which are specifically exempt in whole or in part from the revenue control limit and the capital outlay revenue limit....”

This desegregation funding mechanism enables school districts to comply with court orders and OCR administrative agreements. Compliance with judicial or administrative requirements like these generally represent new, and sometimes substantial, expenses for school districts because they mandate doing things differently from, and in addition to, those things already being done and funded under existing district budgets.

Without the funding made possible through A.R.S. §15-910, school districts would have to fund the supplemental programs and activities required by OCR using funds diverted from their maintenance and operations budgets and “capital” funding sources. The end result is a dilution of existing services or the quality thereof, perhaps even exposing the District to further claims of inadequate service like those that led to desegregation complaints in the first place.

Reasons for Amphitheater’s Desegregation Funding.

Amphitheater’s desegregation activities, and consequently its expenses under the statute, arise from two administrative agreements between Amphitheater and OCR. These agreements are known as “Corrective Action Agreements”. The details of each Corrective Action Agreement are identified more fully below.

1. Lau Corrective Action Agreement.

The first Corrective Action Agreement followed an extensive OCR investigation of Amphitheater's educational programs and services in Compliance Review No. 08925002 ("the Lau Review"). Initiated in November 1991, this OCR review stemmed from a complaint that Amphitheater did not provide sufficient educational services to students who are Limited English Proficient ("LEP") to allow them educational opportunities equal to non-minority students.

The Lau Review lasted for more than two years and resulted in OCR findings in January 1994 that Amphitheater violated Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. OCR determined that Amphitheater denied LEP students an equal opportunity for meaningful participation in District programs. It required immediate corrective action by Amphitheater. Because Amphitheater risked potential loss of federal funds and civil penalties if it did not take the corrective action, it entered into a Corrective Action Agreement with OCR in January 1994 ("the Lau Agreement").

The Lau agreement required the District to ensure that LEP students and students whose primary home language was other than English ("PHLOTE" students) have equal access to educational programs and services. First, the District had to develop a comprehensive plan for providing specific programs and services to all LEP students, which includes specific procedures for consistent, reliable and timely identification and assessment of students whose language is other than English. The plan was also required to include:

- Timely provision of ESL services for Limited English Proficient students at the appropriate level, *i.e.*, beginner, intermediate or advanced;
- A method for collecting and recording follow-up data on students who have left the ESL program
- A provision for students who re-enter the program, if necessary;
- Program evaluation to determine its effectiveness;
- Elimination of barriers which might exclude LEP students from receiving gifted education services; and
- Expansion of gifted education identification and assessment process to ensure access of LEP students.

Second, the Lau Agreement required Amphitheater to develop a plan to ensure appropriate placement of special-needs LEP students, whether enrolled at the time of the Lau Agreement or thereafter. Third, it mandated development of plans to improve services to LEP students with translation of parental notices into home languages.

The comprehensive plan described above was developed and implemented in the years that followed. Implementation continues today and takes many forms required or permitted by the Lau Agreement. Implementation strategies include:

- Sufficient levels of specially trained teachers to provide specialized instruction to LEP students, in Sheltered English Immersion classrooms for compliance with Arizona state law, to ensure timely provision of services to LEP students.
- Bilingual instructional assistants to assist teachers in Sheltered English Immersion/ESL classrooms.
- Additional special education teachers, placed at schools with high numbers of ESL students to ensure prompt access to special education services by ESL students and families.
- At schools with significant LEP populations, regular classroom teachers and administrators also play key roles in the provision of educational services, monitoring of student success, and assurance of LEP student access to other District services including special and gifted education.
- An ESL department, staffed by a director and support staff, operates to coordinate ESL programs and services, collect and record data regarding student participants and their families, monitor student success, and improve program performance.

- Bilingual clerks are hired to assist in data collection necessary to evaluate program effectiveness and student success. Bilingual clerks also enable the District to comply with the requirement to translate parental notices and other important district materials.
- Administrative monitoring of continuing compliance with the Lau Agreement and remain responsible for supervision of those efforts.
- An Equal Opportunity Office has been established to ensure that parents and other members of the public can raise complaints and concerns about educational opportunities for LEP students within Amphitheater, including gifted and special education.
- Recurring staff development, through both “in-house” and external means takes place to maintain and improve program effectiveness.
- Provision of necessary supplies and other support materials for the mandated or permitted services.

2. Student Discipline Corrective Action Agreement.

The second OCR agreement followed an OCR investigation of Complaint No. 08925002, which concerned, among other things not relevant here, a parent’s complaint that the District engaged in disparate treatment of minority students through its disciplinary policies and actions (“the Discipline Investigation”). The Discipline Investigation began in September 1992. After several months of investigation, OCR concluded that it was unable to make any substantive determination on the merits of the parent complaint because Amphitheater’s student discipline record keeping at the time was so substandard that OCR was simply *unable* to investigate.

OCR required corrective action in Amphitheater record keeping practices that would ensure OCR’s ability to investigate and determine district compliance with pertinent civil rights laws in the future. Failure of the District to take corrective action might have subjected Amphitheater to loss of federal funds and/or civil penalties for civil rights violations. Consequently, the District entered into a Corrective Action Agreement on or about April 5, 1993 (“the Discipline Agreement”). The Discipline Agreement required Amphitheater to substantially improve its student record keeping practices with the obvious goal of documenting and ensuring equity in student discipline matters.

Desegregation activities required or permitted by the Discipline Agreement consist of the following:

- Maintenance of a computerized student information system that provides timely, complete and accurate disciplinary records for students, particularly with regard to disabled or minority students.
- Retention of personnel and service providers responsible for ensuring accurate, timely student data which can be examined and evaluated on race, national origin and disability status.
- Placement of behavioral intervention monitors and in-school suspension personnel at schools to implement disciplinary programs and services to ensure equitable and lawful treatment of minority, national origin and disabled students.
- Maintenance of internal student discipline record audit staff to monitor Amphitheater student disciplinary practices, confirm timely and accurate record keeping,
- Monitoring, by certain district central office administrators, of continuing compliance with the Discipline Agreement.
- Operation of an Equal Opportunity Office to enable parents and other members of the public to file complaints or report concerns about District disciplinary practices.
- Recurring staff development, through both “in-house” and external means to maintain compliance.
- Provision of necessary supplies and other support materials for the mandated or permitted activities.

Progress since OCR Agreements

Both aspects of Amphitheater’s desegregation activities described above have been highly effective at resolving the issues that gave rise to them. One very clear indication of their success is the fact that OCR has ceased monitoring Amphitheater’s compliance under both corrective action agreements. This reflects OCR’s

determination that Amphitheater is compliant, *i.e.*, that Amphitheater provides the requisite programs and services for LEP student and that Amphitheater evidences demonstrable proof of equitable disciplinary practices. Despite having attained compliance status, however, the District cannot simply terminate the programs that enabled compliance. Thus, the District's continuing desegregation expenditures are necessary to ensure continuing compliance with federal mandates.

Annual Verifications

A.R.S. § 15-910(J)(3) requires that a school district who receives desegregation funding provide the following verifications:

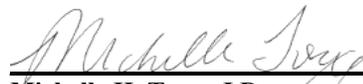
- (a) A District-wide budget summary and a budget summary on a school-by-school basis for each school in the District that lists the sources and uses of monies that are designated for desegregation purposes.
- (b) A detailed list of desegregation activities on a District-wide basis and on a school-by-school basis for each school in the District.
- (c) The date that the District was determined to be out of compliance with Title VI of the Civil Rights Act of 1964 (42 United States Code § 2000d) and the basis for that determination.
- (d) The initial date that the District began to levy property taxes to provide funding for desegregation expenses and any dates that these property tax levies were increased.
- (e) If applicable, a current and accurate description of all magnet type programs that are in operation pursuant to the court order during the current school year on a district-wide basis and on a school-by-school basis. This information shall contain the eligibility and attendance criteria of each magnet type program, the capacity of each magnet type program, the ethnic composition goals of each magnet type program, the actual attending ethnic composition of each magnet type program and the specific activities offered in each magnet type program.
- (f) The number of pupils who participate in desegregation activities on a District-wide basis and on a school-by-school basis for each school in the District.
- (g) A detailed summary of the academic achievement of pupils on a District-wide basis and on a school-by-school basis for each school in the District.
- (h) The number of employees, including teachers and administrative personnel, on a District-wide basis and on a school-by-school basis for each school in the District that is necessary to conduct desegregation activities.
- (i) The number of employees, including teachers and administrative personnel, on a District-wide basis and on a school-by-school basis for each school in the District and the number of employees at District administrative offices that are funded in whole or in part with desegregation monies received pursuant to this section.
- (j) The amount of monies that is not derived through a primary or secondary property tax levy and that is budgeted and spent on desegregation activities on a District-wide basis and on a school-by-school basis for each school in the District.
- (k) Verification that the desegregation funding will supplement and not supplant funding for other academic and extracurricular activities.
- (l) Verification that the desegregation funding is educationally justifiable.
- (m) Any documentation that supports the proposition that the requested desegregation funding is intended to result in equal education opportunities for all pupils in the District.

- (n) Verification that the desegregation funding will be used to promote systemic and organizational changes within the school district.
- (o) Verification that the desegregation funding will be used in accordance with the academic standards adopted by the state board of education pursuant to sections 15-701 and 15-701.01.
- (p) Verification that the desegregation funding will be used to accomplish specific actions to remediate proven discrimination pursuant to title VI of the civil rights act of 1964 (42 United States Code section 2000d) as specified in the court order or administrative agreement.
- (q) An evaluation by the District of the effectiveness of the District's desegregation measures.
- (r) An estimate of when the District will be in compliance with the court order or administrative agreement and a detailed account of the steps that the District will take to achieve compliance.
- (s) Any other information that the Department of Education deems necessary to carry out the purposes of this paragraph.

A substantial portion of the required information listed above is provided to the State of Arizona through the budget forms for the District. Items (d) and (k) through (s), however, must be submitted as individual documents, together with a verification form to be executed by the Governing Board President. These submissions, including the verification form to be executed by the Board President, are included as attachments to this item.

RECOMMENDATION: The Administration recommends approval of the attached verifications and authorization of the Governing Board President to execute the verification form on behalf of the Governing Board.

INITIATED BY:


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

Date: July 13, 2022


 Todd A. Jaeger, J.D., Superintendent

Desegregation Verification Reporting
Fiscal Year 2023
A.R.S. §15-910(J)(3)

District Name: Amphitheater Unified School District No. 10 of Pima County

CTD: 100210000

A.R.S. §15-910(J)(3)

- _____ (d) any dates that property tax levies to provide funding for desegregation expenses were increased.
- _____ (k) verification that the desegregation funding will supplement and not supplant funding for other academic and extracurricular activities.
- _____ (l) verification that the desegregation funding is educationally justifiable.
- _____ (m) any documentation that supports the proposition that the requested desegregation funding is intended to result in equal education opportunities for all pupils in the school district.
- _____ (n) verification that the desegregation funding will be used to promote systemic and organizational changes within the school district.
- _____ (o) verification that the desegregation funding will be used in accordance with the academic standards adopted by the State Board of Education pursuant to A.R.S. §§15-701 and 15-701.01.
- _____ (p) verification that the desegregation funding will be used to accomplish specific actions to remediate proven discrimination pursuant to Title VI of the Civil Rights Act of 1964 (42 United States Code section 2000d) as specified in the court order or administrative agreement.
- _____ (q) an evaluation by the school district of the effectiveness of the school district's desegregation measures.
- _____ (r) an estimate of when the school district will be in compliance with the court order or administrative agreement and a detailed account of the steps that the school district will take to achieve compliance.
- _____ (s) any other information that the district deems necessary to assist ADE in carrying out the purposes of this paragraph.

Please check each reporting item approved by the governing board of the school district. The determination that the documentation being submitted to the Arizona Department of Education meets the requirements listed above has been made by the district. All submitted documentation will be provided to the Governor, the President of the Senate, the Speaker of the House of Representatives and the chairpersons of the education committees of the Senate and the House of Representatives, as required by A.R.S. §15-910.

I certify that the attached documents of the Amphitheater Unified School District No. 10 of Pima County, meet the requirements outlined in A.R.S. §15-910(J)(3), listed above, and have been authorized by the Governing Board of the District for submission to the Arizona Department of Education.

President of the Governing Board (signature)

Vicki Cox Golder
President name (printed)

Mail original signed document to:

ADE, School Finance
1535 West Jefferson, Bin 13
Phoenix, AZ 85007

In addition, electronic copies of documentation, in either Microsoft Word, Microsoft Excel, portable document format (pdf), or other electronic method should be e-mailed to SFBudgetTeam@azed.gov.

15-910(J)(3)(k)

Verification that the desegregation funding will supplement and not supplant funding for other academic and extracurricular activities

The Amphitheater Unified School District desegregation programs did not exist in their current form at the time the federal Office of Civil Rights required the District, by administrative agreement, to develop those programs and services. Those programs and services have changed over time, but do and will supplement, and do not and will not supplant the programs and services, which existed prior to the administrative agreements.

15-910(J)(3)(1)

Verification that the desegregation funding is educationally justifiable.

The Amphitheater District's April 1993 administrative agreement with the U.S. Office for Civil Rights mandated the implementation of a new system of imposing, documenting and auditing student discipline, for the purpose of ensuring equity and the absence of discriminatory impact in student discipline-related functions. The District's January 1994 administrative agreement with the U.S. Office for Civil Rights required programs and activities which would assure access to and equity in programs in District programs and services for minority students. Desegregation funding received by the Amphitheater District is used to implement these agreements. Thus, the purpose, intent and requirements of the administrative agreements are educationally justified as is the funding of the same.

15-910(J)(3)(m)

Any documentation that supports the proposition that the requested desegregation funding is intended to result in equal education opportunities for all pupils in the school district.

Substantial documentation of the basis, purpose and intent of the Amphitheater District's desegregation funding was included in the District's September 19, 2003 Sunset Review submission concerning the desegregation funding statute, which was submitted to Ms. Kimberly Yee at the Arizona State Senate.

15-910(J)(3)(n)

Verification that the desegregation funding will be used to promote systemic and organizational changes within the school district.

The 1993 and 1994 Office for Civil Rights administrative agreements mandated substantial systemic and organizational changes within the Amphitheater District. New programs and services were required. For example, prior to the 1993 Agreement, student discipline records were maintained on a localized, school-site basis. The administrative agreements required, among other things, the District implement a centralized, district- wide recordkeeping system. That centralized system was, and continues to be, made possible by the District's desegregation funding. Desegregation funding also supports other programs such as auditing of disciplinary records and expanded, comprehensive ELL services, both of which were also changes in District organization in place at the time of the respective Office of Civil Rights Agreement.

15-910(J)(3)(o)

Verification that the desegregation funding will be used in accordance with the academic standards adopted by the state board of education pursuant to sections 15-701 and 15-701.01.

District programs and services made possible by the District's desegregation funding are in accordance with Arizona State Board of Education academic standards, as these standards are applicable.

15-910(J)(3)(p)

Verification that the desegregation funding will be used to accomplish specific actions to remediate proven discrimination pursuant to title VI of the Civil Rights act of 1964 (42 United States Code § 2000d) as specified in the court order or administrative agreement.

The desegregation funding received by the District has been and will continue to be used to accomplish specific actions which will ensure equity in the provision of programs and services for LEP and minority students, and remediate alleged or proven discrimination, as required by the Office of Civil Rights administrative agreements and as permitted by A.R.S. § 15-910.

15-910(J)(3)(q)

An evaluation by the school district of the effectiveness of the school district's desegregation measures.

All of Amphitheater's desegregation activities have been highly effective at resolving the issues that gave rise to them. One very clear indication of their success is the fact that OCR has ceased monitoring Amphitheater compliance under both corrective action agreements. This reflects OCR's determination that the Amphitheater is compliant, *i.e.*, that Amphitheater provides the requisite programs and services for LEP student and that Amphitheater evidences demonstrable proof of equitable disciplinary practices. Other measures of success and effectiveness include the following:

- In 1996-1997, as the Lau Agreement was nearing just its third year of implementation, Amphitheater's rate of ESL students being reclassified as English Proficient was higher (9.3%) than the statewide rates reported by the Arizona Department of Education (2.7%). In November 1998, as OCR concluded monitoring under the Lau Agreement, it found that for the entire five years of monitoring, Amphitheater's reclassification rates remained consistently high, at approximately the 9% mark or higher.
- Amphitheater's Lau Agreement activities continue to result in high numbers of students being reclassified from LEP status to English Proficient status, and specific reclassification rates verifying this are already annually reported to the Arizona Department of Education.
- The Arizona Department of Education has specifically recognized the quality and effectiveness of Amphitheater Sheltered English Immersion programs and staff, and it has approved training programs for staff in order for the same to continue.
- Amphitheater implemented in-school suspension and behavioral intervention alternatives years before the legislature required the same by virtue of A.R.S. § 15-841(1), recognizing the effectiveness of such programs.
- Amphitheater maintains consistently high correlation in the data found in school based student disciplinary records and those maintained centrally.
- OCR determined that Amphitheater made significant gains in accuracy of student disciplinary records while at the same time decreasing student disciplinary incidents.

15-910(J)(3)(r)

An estimate of when the school district will be in compliance with the court order or administrative agreement and a detailed account of the steps that the school district will take to achieve compliance.

The Office of Civil Rights has determined that the Amphitheater District is in compliance with the 1993 and 1994 Administrative Agreements. District desegregation efforts and funding continue to maintain compliance.



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Oro Valley Police Department, Tucson Police Department, and Pima County Sheriff's Department Special Duty Program Agreements for Special Duty Law Enforcement Services

BACKGROUND:

In 2014, the Board approved sole source procurement for police services rendered within the City of Tucson, the Town of Oro Valley, and the Pima County Sheriff's Department as appropriate within the separate jurisdictions. District schools occasionally hire law enforcement within their jurisdiction for purposes of traffic control or security at school events or graduations.

The Oro Valley Police Department (OVPD) and Tucson Police Department (TPD) use third party scheduling companies to schedule off-duty assignments. OVPD uses Extra Duty Solutions and TPD uses Off Duty Management. The District must go through the scheduling company to schedule an OVPD or TPD off-duty officer. However, the officer hired will still come from OVPD or TPD as an employee of that municipality.

Each jurisdiction requires an annual agreement for such services.

Therefore, each entity's agreement is attached to this agenda item for consideration and approval by the Governing Board for the 2022-2023 fiscal year.

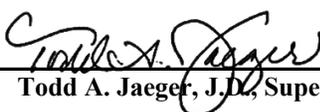
RECOMMENDATION:

The Administration recommends approval of the attached agreements for the Oro Valley Police Department, the Tucson Police Department, and the Pima County Sheriff's Department.

INITIATED BY:


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

Date: July 18, 2022


Todd A. Jaeger, J.D., Superintendent



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How to Hire Off-Duty Police Officers



The Tucson Police Department has partnered with [Off Duty Management](#) to provide services related to hiring off-duty officers.

You may request to hire off-duty police officers for security through their web-based service, [OfficerTRAK®](#), or by calling the toll-free number below.

Off Duty Management provides the following to the customer:

- Online access to information through the OfficerTRAK® software including:
 - Job-status
 - Officer attendance
 - Field notes and media files
 - Post orders and instructions
 - Past and future shift information
- Full liability coverage for the customer, the agency, and the officer
- 24/7 customer service through their toll-free number
- Dedicated point of contact for scheduling and invoicing
- Officer payroll

Organizations that have recurring needs for off-duty officers can establish an account and schedule billing cycles with **Off-Duty Management**.

Prohibited Off-Duty Employment *:

- Officers may not be hired for an event in which armed private security personnel will be present.
- Officers may not provide civil legal services or act as a witness to civil legal proceedings.
- Officers may not be hired for an event where they would be a private bodyguard or bouncer.

- Officers may not be hired where alcoholic beverages are the principal business and may be permitted upon approval of the Chief of Police or designee.

* **PLEASE NOTE:** the above list is not an all-inclusive and questions regarding permitted activity should be forwarded to **Off Duty Management**.

RATES:

Title	Vendor Rate
Officer	\$55.68
Sergeant	\$61.48
Commander	\$67.28
Officer Holiday	\$83.52
Sergeant Holiday	\$92.22
Commander Holiday	\$100.92
Officer Emergency	\$83.52
Sergeant Emergency	\$92.22
Commander Emergency	\$100.92
Vehicle Use	\$15.00

- 3 Hours minimum per request

- 72 hours prior to shift start required per request.
- 5 or more officers requested will require a Sergeant as the 5th officer.
- 16 or more officers requested will require a Commander as the 16th Officer.

In the event that a City police officer is not available to work, a traffic control position, the Chief of Police or designee may allow a community service officer to fill that job.

* Holiday Rates apply 0000-2359 hours on New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

** Emergency rate applies when a request is received less than 48 hours prior to the start of the shift.

- Requests that require vehicles will require an additional 30 minutes allotted for vehicle pick up and return to the station.

YOU CAN REQUEST SERVICE OR OBTAIN A QUOTE THE FOLLOWING WAYS:

VISIT THE OFFICERTRAK® WEBSITE LINK:

<https://odm.officertrak.com/Tucson-AZ-PD>

OR

CALL OFF DUTY MANAGEMENT 24/7 TOLL-FREE AT 1-877-636-8300

Cancellation Policy:

1. Once an assignment has been approved and scheduled; Customer canceling or reducing an assignment shall pay the full ODM Administrative fees for the first 24 hours of the original assignment.
2. Customer canceling or reducing an assignment within 24 hours of the start of the assignment shall pay the greater of officers hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment. Admin fees depend on the coverage and can range from \$6.40 - \$12 per hour.

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PIMA COUNTY SHERIFF'S DEPARTMENT

Chris Nanos, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758
Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

Contact Information

Off-Duty Coordinator: (520) 351-4629

Off-Duty Email: offduty@sheriff.pima.gov

Off-Duty Supervisor: (520) 351-6165

Off-Duty Fax: (520) 351-4902

OFF-DUTY WORK REGULATIONS

1. Receipt of the following documents are required before a request may be processed:
 - ▶ Certificate of Insurance policy listing **Pima County and its Districts**, 1750 East Benson Highway, Tucson, Arizona 85714 as an **Additional Insured**. Required limits, per occurrence, are:
 - General Liability**, to include Bodily Injury and Property Damage
 - One (1) million dollars – Security only
 - Two (2) million dollars – Traffic control and any event with alcohol
 - Automobile Liability** – One (1) million dollars (only required if Department vehicles are requested)
 - ▶ Pima County Sheriff's Department forms – sign and return:
 - Off-Duty Indemnification Agreement
 - Off-Duty Work Regulations
2. A minimum of two (2) business days' notice is required for all off-duty requests. This includes receipt of all required documents as noted above.
3. The use of Department vehicles, motorcycles, and bicycles requires approval by the Sheriff's Department.
4. All jobs are subject to approval of the Sheriff's Department. Final decision regarding the number of deputies and vehicles (if applicable) required for an off-duty job will be made by the Pima County Sheriff's Department.
5. Private security (i.e., Arizona Rangers, Securitas), working in conjunction with off-duty deputies, shall be unarmed.
6. The Sheriff may determine at any time that all deputies are needed for regular police duty and are not permitted to perform off-duty work.
7. We cannot guarantee that an off-duty assignment will be filled. Operational necessity of the Pima County Sheriff's Department is our main priority.
8. Allow authorized Sheriff's Department personnel access to payroll / payment records regarding off-duty employment.
9. **Pay Rate Schedule – Effective February 27, 2022** (All rates are subject to change.)

Deputy:	\$54.50 per hour	Deputy Holiday / Emergency:	\$82.50 per hour
Sergeant:	\$59.50 per hour	Sergeant Holiday / Emergency:	\$90.50 per hour
Lieutenant:	\$65.50 per hour	Lieutenant Holiday / Emergency:	\$99.50 per hour

 - ▶ Holiday rates apply on Pima County paid holidays. Emergency rates apply with less than 48 hours notice.
 - ▶ Three (3) hour minimum charge, per person, for all jobs. Minimum charge applies if canceled within 24-hours.
 - ▶ Checks shall be payable to each individual person.
10. **Administrative Fee and Vehicle rates – Effective January 15, 2020** (All rates are subject to change.)
 - Administrative Fee:**
 - \$1.50 per hour for every man-hour invoiced
 - Vehicles (if applicable):**
 - \$25.75 per hour \$1.03 per mile – round trip Includes miles traveled to and from the off-duty job.
 - ▶ Check shall be payable to Pima County.
11. A separate invoice will be submitted for fees owed to Pima County. (Separate from personnel costs.)
12. All payment / checks are to be mailed to the address directed on the invoice.

I have read and understand the above listed regulations.

Signature: _____

Date: _____

Name of Organization: _____ 53 _____

Phone: _____

Contact for Invoice: _____ Email: _____

Phone: _____



PIMA COUNTY SHERIFF'S DEPARTMENT

Chris Nanos, Sheriff

1750 East Benson Highway, Tucson, Arizona 85714-1758

Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

OFF-DUTY INDEMNIFICATION AGREEMENT

The following agreement is made in consideration for all Deputy Sheriff(s) agreeing to perform security and/or traffic control related tasks for the below named contractor during their off-duty hours.

The below named contractor hereby agrees to indemnify, defend and hold harmless Pima County, its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising from, in connection with, caused by or resulting from any alleged act or omission of a Deputy Sheriff occurring at the direction of and within the scope of his or her employment, or authorization by said contractor, except for claims arising from the use of police power.

This agreement covers all Pima County Sheriff's Deputies who are employed by:

Contractor Name: _____

Type / Print Signer's Name: _____ Date: _____

Signature: _____, who is

- A sole proprietor
- A partner, duly authorized to sign
- A corporate officer, duly authorized to sign
- Duly authorized by the limited liability company
- Duly authorized by the governmental entity

Witnessed by: _____

For the Pima County Sheriff's Department:

By: _____

Date: _____



KARA M. RILEY
CHIEF OF POLICE

2022 Off-Duty Agreement – Effective March 28, 2022

TO: Off-Duty Employer
FROM: Oro Valley Police Department and Extra Duty Solutions
RE: Off-Duty Requirements and Agreements

The following requirements are necessary for hiring the Oro Valley Police Department Officers for off-duty work:

1. Proof of a General Liability insurance policy in the amount of two (2) million dollars, making the Town of Oro Valley an “additional insured party” to the policy, which includes all applicable departments.
2. If the Oro Valley Police Department is providing off-duty officers as part of a special event, they are covered under the Certificate of Insurance provided to the Town for the special event.
3. We require a minimum of three (3) business days prior notice for job requests to be staffed and all the required paperwork must be received by the Office of Professional Standards prior to assigning officers to the job. If the Department receives less than three (3) business days’ notice to fill an assignment, officers will receive time and one half of the regular off-duty rate.
4. We require payment to each individual officer. Payment is due at the time of the off-duty employer’s next regular pay period or no later than two (2) weeks past the date of the off-duty job, whichever occurs first.
5. Hourly pay rates are as follows:
 - Officer \$52
 - Sergeant \$57 (if acting in a supervisory capacity)
 - Lieutenant \$62 (if acting in a supervisory capacity)
 - Holiday pay rate for all above Time and one half of regular off-duty rate
 - The following holidays are recognized as eligible for holiday pay rate: New Year’s Eve, New Year’s Day, Civil Rights’ Day, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday rate for the entirety of the shift.
 - As a general rule, one (1) sergeant is required for every five (5) officers assigned.
6. All jobs have a four (4) hour minimum. If cancellation is necessary, notification must be made one (1) business day prior to the job, or a four (4) hour minimum will be charged per officer.
7. At the discretion of the Executive Officer Lieutenant, employers requesting officers to remain at the job more than one (1) hour beyond the scheduled time, will be subject to an increased pay rate of one and one half (1 ½) times the regular rate.
8. In certain situations, marked patrol units may be requested or determined to be necessary for the safety of all the parties. The mileage rate will be billed in accordance to the IRS mileage reimbursement allowance at the time services are rendered, in addition to \$2.50 per hour per vehicle used. You will be informed at the time of agreement what the vehicle costs may be, pending mileage computation.
9. When public safety is a concern, the Chief of police or her designee reserves the right to adjust the staffing and duties of the officers.
10. A 10% administration fee will be added to all invoices.

I have read and agree to abide by all items listed above.

Signature, title and date: _____

Print Company Name: _____



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Governing Board Policy Exhibit CCB-E (Line and Staff Relations: Organizational Chart)

BACKGROUND:

Governing Board Policy CCB (Line and Staff Relations) sets forth that, unless otherwise specifically limited by statute or Board action, any of the powers and duties specifically assigned to the Superintendent may be delegated to others serving under the Superintendent.

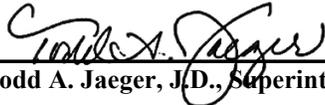
The policy provides for lines of authority to be outlined by the Superintendent by means of organization charts, job descriptions, and administrative regulations and directives. Accordingly, the Superintendent has prepared for the Board's review a draft Organizational Chart for the 2022-2023 fiscal year.

RECOMMENDATION:

It is the recommendation of the administration that the Governing Board approve and adopt the attached draft of the 2022-2023 Amphi School District Organization Chart.

INITIATED BY:

Date: July 18, 2022



Todd A. Jaeger, J.D., Superintendent

Amphitheater Unified School District Organizational Chart 2022-2023

Governing Board
Vicki Cox Golder, President
Deanna M. Day, M.Ed., Vice President
Scott K. Baker, Ph.D.
Matthew A. Kopec
Susan Zibrat

Superintendent
Todd A. Jaeger, J.D.

High Schools and Middle Schools
 Amphitheater High - A.J. Malis
 Canyon del Oro High - Tara Bulleigh
 Ironwood Ridge High - Orante Jenkins

 Amphi Middle - Angela Wichers
 Cross Middle - Chris Gutierrez
 La Cima Middle - Anne Dudley

K-8 Schools
 Coronado K-8 - JJ Letts
 Wilson K-8 - Christine Sullivan

Amphi Academy Online
 6-12 - Andrew Szczepaniak

Elementary Schools
 Copper Creek Elementary - Stephanie Hillig
 Donaldson Elementary - Andrew Szczepaniak
 Harelson Elementary - Stephanie Hayes
 Holaway Elementary - Rowdy Frederiksen
 Innovation Academy - Michael M'Connell
 Keeling Elementary - Annette Orelup
 Mesa Verde Elementary - Timothy Ripp
 Nash Elementary - Laura Becerra
 Painted Sky Elementary - Bethany Papajohn
 Prince Elementary - Laurie Sheber
 Rio Vista Elementary - Mamie Spillane
 Walker Elementary - Chris Trimble

Amphi Academy Online
 K-5 - Andrew Szczepaniak

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

Policies & Regulations
 Legal Counsel
 School Safety
 District Security
 Legislative Matters
 Benefits / ADA Compliance/ FMLA (Chris McDoniel)
 Custodian of Records
 District Insurance
 District Records & Certification (Paula Hernandez)
 Hearings/Grievances
 Intergovernmental Agreements
 Liaison (City, County, State, & Federal Agencies)
 Meet & Confer
 Open Enrollment
 Planning & Zoning Issues
 Real Estate
 Student Hearings Coordinator

Executive Director Student Services
Kristin McGraw

Special Education Programming (Rob Wolf)
 504 Accommodations
 Health Services (Linda Roscoe Pekovac)
 Homebound Instruction
 Occupational Therapy
 Physical Therapy
 Pre-School Services
 Psychology
 Rillito Center (Cara Gabor)
 Social Workers
 Speech, Language & Hearing
 Extended Year Services

Director of Communications
Michelle Valenzuela

Marketing & Public Outreach
 Brand Management
 Web & Media Specialist (Sam Henson)
 Graphics & Printing
 Mail Services (Jamie Gurule)
 Media Communication
 Public Communication
 Social Media Content
 Strategic Partnerships
 Advertising
 Event Management
 Community and Family Engagement Coordinator (Beth Lake)

Chief Financial Officer
Scott Little

Finance Management
 Accounting/Payroll
 Annual Financial Reports
 Bond Sales
 Budget
 Purchasing/Procurement (Katherine Mendoza)

- Fixed Assets
- Warehouse

 Business Manager (Cliff Wadhams)
 Tax Credits
 Tuition

Technology Infrastructure
 AV Support
 Computer Support
 Technical Support (Walt Mangum)
 MIS Department
 SAIS Attendance Reporting
 Student Information Systems (Tyler SIS)
 Telephone Network

Executive Mgr. Operational Support
Richard La Nasa

Facilities Support & Maintenance (Tom Gill)

- Bldg. Systems (Adrian Duarte)
- Energy & Resource Coordinator
- Grounds (Kyle Pruitt)
- Maintenance

 Bond Projects (Kevin Chester)
 SFB Projects (Tracy Hill)
 Custodians
 Facility Usage/Rentals
 Food Service (David Greeson)

 Transportation (Norma Frye-George)

- Bus Stops
- Crossing Guards/Crosswalks
- Traffic Issues

Associate Superintendent for Secondary Education
Matthew Munger

Curriculum & School Improvement (6-12)
 Alternative Education
 Blended Learning
 Amphi Academy Online 6-12
 Secondary Principals
 Counselors
 Enrollment Projections & Non-Formula Staffing
 Grants
 Interscholastic Activities (Armando Soto)
 Librarians
 New Teacher Orientation
 Professional Development
 Summer Learning
 State & Federal Intervention Programs (Darlene Mansouri)
 English Language Acquisition (Shannon Langley)
 Native American Education (Kimberly Begay)

 COGNIA Accreditation
 Gear Up Grant (AHS)
 Tyler Support

Associate Superintendent for Elementary Education
Tassi Call

Curriculum & School Improvement (K-5)
 301 Performance Pay
 ACHIEVE (Serena Campsen)
 Amphi Academy Online K-5
 ATPDS Design
 AVID
 Blended Learning
 Before/After-school Care
 Elementary Principals
 Elementary Specialists (Art, Music, P.E.)
 Enrollment Projections & Non-Formula Staffing
 Instructional Technology (Lauren McIntyre)
 New Teacher Orientation
 Early Childhood Ed. (Tiffany Fay)
 Professional Development
 REACH/Gifted Education (Vanessa Hill)
 Summer Learning
 Personalized Learning

Equal Opportunity & Compliance (TBD)

Title IX Coordinator	Student Hearing Officer
Discrimination Claims	Compliance Trainings
Safety Compliance	Investigations

Human Resources (John Hastings)

Application Process, Staffing, Evaluations	Staffing Allocations Substitutes
Hiring, Classification and Compensation	Worker's Compensation Post Retirement Employment
District Reception	

Director of 21st Century Education
Julie Valenzuela

Career and Technical Education
 Joint Technical Education District (JTED)
 Advancement Via Individual Determination (AVID)
 Personalized Learning Network (PLN)
 Career Education & Internship Coordinator (Sumaya Frick)
 Alternative Pathways

Director of Curriculum, Instruction, and Assessment
Elizabeth Jacome

Common Course Assessments
 Curriculum & Instruction Support Specialists
 Curriculum Alignment
 Professional Development
 State & Local Assessments & Data Analysis (Jason Weaver)
 STEM Coordinator (Pam Vandivort)
 Math Coordinator (Polly Kimminau)
 Literacy Coordinator (Heidi Radtke)



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Food Service Meal Pricing SY 2022–2023

BACKGROUND:

On June 30, 2022, the waiver allowing the District to provide free of charge meals to all students under the National School Lunch Seamless Summer Option for SY 2021-2022 expired. For the SY 2022–2023, the District will operate under the National School Lunch Program (NSLP) to serve enrolled students and charge students based upon a student’s eligibility.

Based upon the NSLP requirements, it is recommended to adopt the District’s pre-waiver student meal and current adult meal prices for SY 2022–2023 as follows:

	<u>Breakfast</u>	<u>Lunch</u>
Grades K-5	\$1.35	\$2.50
Grades 6-8	\$1.35	\$2.75
Grades 9-12	\$1.60	\$3.00
 <u>Additional</u>		
8 oz. Milk or 4 oz juice	\$0.50	
Adult Breakfast/Seconds	\$2.75	
Student Lunch Seconds	\$3.75	
Adult Lunch	\$4.75	

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the meal pricing.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: July 19, 2022

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: July 26, 2022

TITLE: Approval of Intergovernmental Agreement with Pima County Re: Use of Funding Provided by Town of Oro Valley for Improvements to District Facilities Used by Preschool Students Enrolled through Pima County PEEPS Program

BACKGROUND:

The Town of Oro Valley has graciously agreed to fund \$100,000 for improvements to indoor and outdoor facilities used by the preschool children enrolled in the Pima Early Education Program (PEEPs) at Canyon del Oro High School, Copper Creek Elementary School, and Painted Sky Elementary School. The Pima County PEEPs program is designed to expand preschool offerings county-wide, and Amphitheater Public Schools has been able to expand its preschool offerings at ten (10) schools through an Intergovernmental Agreement (IGA) with Pima County for PEEPs. The District and Pima County initially entered into the PEEPs IGA in April 2021 and amended the terms of that IGA in April 2022.

The current IGA addresses how the \$100,000 in funding to be provided by the Town of Oro Valley will be distributed to the District by Pima County, and it identifies the District's responsibilities for use of such funds. The District projects the costs for the intended preschool improvements for the above schools to be approximately \$154,155.00. The proposed IGA obligates the District to pay the remaining estimated \$54,155.00 to complete those renovations.

Administration recommends that the Governing Board approve the proposed IGA with Pima County. The District and its community will benefit from the funding provided by the Town of Oro Valley for the preschool renovations and the District can meet its obligations under the proposed IGA.

The proposed IGA has been submitted to the attorneys for each party for approval as to the form and content. It is in the proper form and is within the powers and authority granted to Amphitheater to execute the IGA.

RECOMMENDATION:

The Administration recommends that the Board approve the attached intergovernmental agreements with Pima County as presented.

INITIATED BY:

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

Date: July 25, 2022

Todd A. Jaeger, J.D., Superintendent

Pima County Community & Workforce Development Department

Program: Pima Early Education Program Facility Improvements

IGA: Pima County Amphitheater Schools *dba* Amphitheater Public Schools

Amount: \$100,000.00

IGA No: CT-CR-23-026

Funding: Town of Oro Valley

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“IGA”) is between Pima County (“County”), a body politic and corporate of the State of Arizona, and Pima County Amphitheater Schools *dba* Amphitheater Public Schools (“District”), a taxing district of the State of Arizona, pursuant to A.R.S. § 11-952.

- A. County and District may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, *et seq.*
- B. County is authorized by A.R.S. § 11-254.04 to appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- C. District is authorized by A.R.S. § 15-342 to enter into this IGA with County.
- D. County, as part of its Economic Development Plan 2019-2021, has recognized the significance of workforce shortages and the need for reliable, high-quality, and affordable preschool programs to address barriers to parents entering and remaining in the workforce.
- E. Research shows that children, particularly economically disadvantaged children and children of color, who attend preschool are better prepared for kindergarten and are less likely to need expensive special education services, and that, with continued supportive education, these benefits may result in positive longer-term outcomes for those children, their parents, employers, and taxpayers.
- F. In Pima County, only 46% of third graders are minimally proficient at reading – a key educational indicator. Preschool enrollment is low, enrollment in quality preschool is even lower, half of all preschool-age children are from low-income families, a majority of preschool-age children from low-income families are children of color, and public funding and preschool capacity for those who need it is insufficient.
- G. County has determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.

NOW, THEREFORE, County and District, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to use funding from the Town of Oro Valley to make improvements to indoor and outdoor facilities used by preschool children enrolled in the Pima Early Education Program at Pima County Amphitheater Schools *dba* Amphitheater Public Schools in the Town of Oro Valley.
2. **Term.** This IGA commences on August 2, 2022 and will terminate on May 31, 2023. If the commencement date of the Term is before the date of execution, the parties will, for all purposes, deem the IGA to have been in effect as of the commencement date.
3. **Party Responsibilities.**
 - 3.1. District shall provide County the services in **Exhibit A** (3 pages). District shall obtain and maintain all applicable licenses, permits, and authority required for its performance under this IGA. District shall also identify a Liaison for this IGA by July 1, 2022.
 - 3.2. County shall pay District for the services in **Exhibit A**. County shall identify a Liaison for this IGA by July 1, 2022. County shall also notify District in advance if the IGA is transferred to a third party for administration and will identify the new Liaison.
4. **COVID-19 Restrictions.** District shall maintain compliance with Centers for Disease Control and Prevention (“CDC”), State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If District’s performance of the services must be modified or curtailed to comply with public health restrictions related to COVID-19, District shall immediately report the situation to County. County and District will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.
5. **Confidentiality.** District acknowledges that student files and information are private and the use or disclosure of such information, when not directly connected with District’s or County’s responsibilities under this IGA is prohibited unless District obtains written consent from the individual or, in the case of a minor, from the responsible parent or guardian of the minor. District will allow only authorized individuals with a need for client or applicant information to have access to these files. District will comply with all state and federal statutes and regulations governing the use or disclosure of private information.
6. **Monitoring.** County will monitor all of District’s management, fiscal, and service provision activities to ensure that District is making adequate and acceptable progress in the provision of services, maintaining adequate and acceptable systems to document services and expenditures, and using the provided funds effectively and efficiently to accomplish the services. District will cooperate with County in the monitoring and evaluation process and will provide County with access to all documentation required to evaluate District’s performance and use of funds under this IGA.
7. **Financing.** County shall reimburse District an amount not-to-exceed \$100,000 (“the maximum allocated amount”). District may not submit requests for payment before District has completed and submitted a W-9 Taxpayer Identification Number form and registered

online as a Pima County Vendor through County's Vendor Self Service System. County will only pay for services provided between the commencement date in Section 2. and the termination date.

7.1. District shall submit invoices to County using the form in **Exhibit B** (1 page). An authorized representative of District shall approve and sign all invoices. The invoice will include the following information:

7.1.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.

7.1.2. Copies of invoices and checks (front and back) to support all purchases of goods and services.

7.1.3. For projects completed that month, photos showing completion and playground inspection reports, as required in **Exhibit A**.

7.1.4. Any other documentation requested by County.

7.2. If District's invoices include adequate and accurate documentation, County will generally pay District within 30 days from the date County receives the invoice. Before paying District, County may first determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for payment. In addition, County may liquidate funds available under this IGA for costs incurred by County on behalf of District. County may also deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues. County may question any payment made under this Section 7.8 and require reimbursement by setoff or otherwise for payments that County determines were improper. District shall reimburse County for improper, unallowable, or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

8. **Audit Requirements.** District shall establish and maintain a separate and identifiable account of all funds provided by County under this IGA. District shall also provide financial statement audits as required by law. Upon written notice from County, District shall provide a program-specific financial statement. The notice will identify the period to be covered by the statement and the deadline for District to complete and submit the statement. District shall ensure that any audit conducted pursuant to this IGA is performed by an independent certified public accountant and submitted to County within six months of completion of District's fiscal year unless a different time is specified by County. The audit submitted must include District's responses, if any, to audit findings. District is responsible for all costs for any audit required or requested pursuant to this Section 8., unless the cost was specifically included in the approved budget(s) under this IGA. District shall timely submit the required or requested audit(s) to:

Jenifer Darland
Homeless Division Manager
Community and Workforce Development Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

9. **Insurance.** District will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit District’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the District for liabilities that may arise from or relate to this Contract. If necessary, District may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

9.1. Insurance Coverages and Limits:

9.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

9.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

9.1.3. Workers’ Compensation (WC) and Employers’ Liability:

9.1.3.1. Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.

9.1.3.2. Note: The Workers’ Compensation requirement does not apply if District is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

9.2. Additional Coverage Requirements:

9.2.1. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

9.2.2. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the District. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

9.2.3. Waiver of Subrogation: Commercial General Liability and Workers’ Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the District.

9.2.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a District's deductible or Self Insurance Retention (SIR).

9.2.5. Subcontractors: District must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, District must furnish, if requested by County, appropriate insurance certificates for each subcontractor. District must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

9.3. Verification of Coverage:

9.3.1. Insurer or Broker of District must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

9.3.1.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,

9.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and

9.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

9.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

9.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

9.3.4. Cancellation Notice: District's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. District must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 9.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the District, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
10. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
11. **Suspension.** County reserves the right to suspend District's performance and payments under this IGA immediately upon notice delivered to District's designated agent in order to investigate District's activities and compliance with this Agreement. In the event of an investigation by County, District will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, District will be notified in writing that the IGA will be immediately terminated or that performance may be resumed.
12. **Termination.**
- 12.1. **Without Cause:** Either party may terminate this IGA at any time, without cause, by notifying the other party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, the County's only obligation to District will be payment for services rendered prior to the date of termination.
- 12.2. **With Cause:** Either party may terminate this IGA at any time without advance notice and without further obligation if either party finds the other party to be in default of any provision of this Agreement.
- 12.3. **Non-Appropriation:** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the District does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
14. **Non-Discrimination.** The parties shall not discriminate shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

15. **Americans with Disabilities Act.** The parties shall comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 C.F.R. Part 35).
16. **Cancellation for Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.
17. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
18. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
19. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
20. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
21. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
22. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

<u>County:</u>	<u>District:</u>
Jenifer Darland Homeless Division Manager Pima County Community & Workforce Development 2797 E. Ajo Way 3 rd Floor Tucson, AZ 85713	Michelle Tong Associate to the Superintendent and General Counsel Amphitheater Public Schools 701 W. Wetmore Road Tucson, AZ 85705

23. **Counterparts.** The parties may execute this IGA in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
24. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board, and attested to by the Clerk of the Board, and District has caused this Intergovernmental Agreement to be executed by the _____ upon resolution of the _____ and attested to by _____.

PIMA COUNTY:

DISTRICT:

Chair, Board of Supervisors

Superintendent, District

ATTEST

ATTEST

Clerk of the Board

Clerk, District

Approval

The foregoing Intergovernmental Agreement between County and District has been reviewed by the undersigned and is hereby approved as to content.

Jan Leshner, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between County and the District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

DISTRICT

 July 18, 2022

Deputy County Attorney

Associate to the Superintendent and General Counsel

**EXHIBIT A (3 pages)
SCOPE OF SERVICE**

PIMA EARLY EDUCATION PROGRAM - FACILITY IMPROVEMENTS

1. Purpose: To use \$100,000.00 from the Town of Oro Valley to make improvements to indoor and outdoor facilities used by preschool children enrolled in the Pima Early Education Program at Pima County Amphitheater Schools *dba* Amphitheater Public Schools in the Town of Oro Valley.

1.1. Any project costs over \$100,000.00 will be paid by Pima County Amphitheater Schools *dba* Amphitheater Public Schools. Current project budget shown in Section 3. Budget below shows total project costs of \$154,155.00. Therefore, an estimated \$54,155.00 will be paid by Pima County Amphitheater Schools *dba* Amphitheater Public Schools.

2. Program Locations & Services:

2.1. Canyon Del Oro High School (Preschool Program)
25 W Calle Concordia, Oro Valley, AZ 84704

2.1.1. Renovate indoor space for a STEAM Classroom to include the following areas of exploration:

2.1.1.1. Science, Technology, Math & Manipulatives, and Sensory & Art

2.1.2. Playground Improvements/Expansion:

2.1.2.1. Faux grass, shade coverage, and hands on interest centers

2.1.2.2. Faux grass area for tumbling, picnics, story time and outdoor circle time

2.1.2.3. Shade coverings to keep children cooler and protected from harsh UV rays

2.1.2.4. Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children's imaginative and investigative play in an outdoor environment

2.2. Copper Creek Elementary School (Preschool Program)
11620 N Copper Spring Trail, Oro Valley, AZ 85737

2.2.1. Playground Improvements/Expansion:

2.2.1.1. Faux grass, shade coverage, and hands on interest centers

2.2.1.2. Faux grass area for tumbling, picnics, story time and outdoor circle time

2.2.1.3. Shade coverings to keep children cooler and protected from harsh UV rays

2.2.1.4. Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children's imaginative and investigative play in an outdoor environment

2.3. Painted Sky Elementary School (Preschool Program)
12620 N Woodburne Ave, Oro Valley, AZ 85755

2.3.1. Playground Improvements/Expansion:

2.3.1.1. Faux grass, shade coverage, and hands on interest centers

- 2.3.1.2. Faux grass area for tumbling, picnics, story time and outdoor circle time
- 2.3.1.3. Shade coverings to keep children cooler and protected from harsh UV rays
- 2.3.1.4. Hands on interest centers such as: dramatic play, art, music, blocks, and sensory to further children’s imaginative and investigative play in an outdoor environment

3. Budget.

Project Location	Project Services	Project Amount
Canyon Del Oro High School (Preschool Program)	<i>Steam Classroom</i>	
	Sensory Exploration Center	\$4,278.00
	Science Instant Center	\$6,398.00
	Math & Manipulative Instant Center	\$3,479.00
	Technology	\$5,000.00
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$64,155.00
Copper Creek Elementary School (Preschool Program)		
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$45,000.00
Painted Sky Elementary School (Preschool Program)		
	<i>Playground Expansion/Improvements</i>	
	Faux grass, shade coverage and centers	\$45,000.00
	Subtotal	\$45,000.00
	GRAND TOTAL	\$154,155.00

4. Inspection and Reporting.

- 4.1. Photos showing proof of completion for each service (renovation, improvement or expansion) provided at each location.
- 4.2. For playground improvements, contract with an independent third party National Playground Safety Institute (NPSI) Certified Inspector to inspect both play structure and surfacing, and to provide a written report of the inspection findings and associated

recommendations. Confirm the inspection company is certified and is not the same as the installer in advance of the inspections, and fully comply with all recommendations outlined in the report. Should the recommendations warrant a second inspection, contract with the same inspection company, and bring play structures into full compliance with NPSI standards, at no additional cost to County. A Head Injury Criteria (HIC) test is required as part of the playground inspection.

- 4.3. Number of children served by these facility improvements including those enrolled in the Pima Early Education Program.

END OF EXHIBIT A

EXHIBIT B (1 page)

PIMA COUNTY INVOICE AND PERFORMANCE REPORT
Pima County Department of Community & Workforce Development-Town of Oro Valley Grant

Invoice and performance report for the Month of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF:
 Community & Workforce Development
 Attn: Nicole Scott
 2797 E Alo Way
 Tucson, AZ 85713
 CIVED_Esc@pima.gov
 nicole.scott@pima.gov

AGENCY INVOICE INFORMATION
 School District Name:
 Attn:
 Agency Address:
 City, State, Zip Code:

FEDERAL FUNDING INFORMATION
 REPORT DATE: _____
 PROGRAM NAME: Pima Early Education Program facility improvements
 REPORT # _____ CIDA # _____

PLEASE MAKE SURE YOU ENTER A REPORT DATE IN SPACE L10 (date report is prepared, not month being reported)

APPROVED BUDGET & EXPENSE DETAILS (08/02/22 - 05/31/23)

EXPENSES	APPROVED BUDGET	Aug-22 Exp. Amt	Sep-22 Exp. Amt	Oct-22 Exp. Amt	Nov-22 Exp. Amt	Dec-22 Exp. Amt	Jan-23 Exp. Amt	Feb-23 Exp. Amt	Mar-23 Exp. Amt	Apr-23 Exp. Amt	May-23 Exp. Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
FACILITY IMPROVEMENTS	\$ 200,000.00											0	0
TOTAL CONTRACT EXPENSES	\$ 200,000.00											0	100,000.00

PERFORMANCE REPORT (08/02/22 - 05/31/23)

Demographic	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Number of children in recess classes at these schools										
Number of other children using these facilities										

Documentation to be submitted with each monthly invoice:
 1. Copies of invoices paid to contractors.
 2. For any projects completed that month, photos of completed projects and completed playground and inspection reports.

By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records; and (2) the information reported is true and correct to the best of my knowledge. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 32, Section 3011 and Title 31, Sections 3729-3729 and 3801-3812)

REQUIRED SUBSEQUENT SIGNATURES:

Agency Preparer Signature - please print & sign _____ Date _____

Agency Authorized Approver Signature - please print & sign _____ Date _____

FOR PIMA COUNTY USE ONLY

Contact Please Email/Ext _____

Date and/or corrections/initials _____

Date read & submitted for payment/initials _____

PIMA COUNTY INVOICE AND PERFORMANCE REPORT

Pima County Department of Community & Workforce Development-Town of Oro Valley Grant

Invoice and Performance Report For The Month Of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF: Community & Workforce Development Attn: Nicole Scott 2797 E Ajo Way Tucson, AZ 85713 CWD_Fiscal@pima.gov nicole.scott@pima.gov	AGENCY INVOICE INFORMATION School District Name: Attn: Agency Address: City, State, Zip Code:
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FEDERAL FUNDING INFORMATION	
REPORT DATE	
PROGRAM NAME	Pima Early Education Program Facility Improvements
REPORT #	CFDA #

PLEASE MAKE SURE YOU ENTER A REPORT DATE IN SPACE L10 (date report is prepared, not month being reported)

APPROVED BUDGET & EXPENSE DETAILS (08/02/22 - 05/31/23)

EXPENSES	APPROVED BUDGET	Aug-22 Exp. Amt	Sep-22 Exp. Amt	Oct-22 Exp. Amt	Nov-22 Exp. Amt	Dec-22 Exp. Amt	Jan-23 Exp. Amt	Feb-23 Exp. Amt	Mar-23 Exp. Amt	Apr-23 Exp. Amt	May-23 Exp. Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
FACILITY IMPROVEMENTS	\$ 100,000.00											0	
												0	
												0	
												0	
TOTAL CONTRACT EXPENSES	\$ 100,000.00	-	-	-	-	-	-	-	-	-	-	-	100,000.00

PERFORMANCE REPORT (08/02/22 - 05/31/23)

Demographics	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Number of children in PEEPs classes at these schools										
Number of other children using these facilities										

Documentation to be submitted with each monthly invoice:

1. Copies of invoices paid to contractors.
2. For any projects completed that month, photos of completed projects and completed playground inspection reports.

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign	Date	Contact Phone Num/Ext	Agency Authorized Approver Signature - please print & sign
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~~~~~FOR PIMA COUNTY USE ONLY~~~~~

|                          |                                    |                                            |
|--------------------------|------------------------------------|--------------------------------------------|
| Date bill rcv'd/Initials | Date rtnd for corrections/Initials | Date rvwd & submitted for payment/Initials |
|--------------------------|------------------------------------|--------------------------------------------|



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

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**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School 300 Wing Structural and Drainage Renovation Construction

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**BACKGROUND:**

On April 14, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the 300 Wing Structural and Drainage Renovation Construction at Amphitheater High School. The SFOB has approved this grant request on July 12, 2022, in the amount of \$498,480.00.

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

Grant Number: BRG-CONST-01534

Grant Amount: \$498,487.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-CONST-01534 in the amount of \$498,480.00 for the 300 Wing Structural and Drainage Renovation Construction at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: July 14, 2022

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Todd A. Jaeger, J.D., Superintendent

**SCHOOL FACILITIES BOARD**

Adopted: December 4, 2008

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

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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**1. PURPOSE OF TERMS AND CONDITIONS**

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

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

**2. TERM OF TERMS AND CONDITIONS**

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

**2.1 ABANDONMENT OF THE PROJECT**

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

### **3. FINANCIAL CONDITIONS**

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

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

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

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

#### **3.2 SURPLUS FUNDS**

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

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

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

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

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

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

### **5. INSURANCE REQUIREMENTS**

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

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

## **10. TERMINATION**

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

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

## **11. ASSIGNMENT AND DELEGATION**

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

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

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

#### 19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

#### **22. FLOW-DOWN REQUIREMENTS**

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

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

#### **23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

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**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Central Plant 3 Hydronic Pipe Replacement Design

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**BACKGROUND:**

On March 11, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the Central Plant 3 Hydronic Pipe Replacement Design at Amphitheater High School. The SFOB has approved this grant request on July 15, 2022, in the amount of \$13,315.00.

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

Grant Number: BRG-DSGN-00848

Grant Amount: \$13,315.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-DSGN-00848 in the amount of \$13,315.00 for the Central Plant 3 Hydronic Pipe Replacement Design at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: July 18, 2022

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Todd A. Jaeger, J.D., Superintendent

**SCHOOL FACILITIES BOARD**

Adopted: December 4, 2008

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

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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**1. PURPOSE OF TERMS AND CONDITIONS**

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

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

**2. TERM OF TERMS AND CONDITIONS**

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

**2.1 ABANDONMENT OF THE PROJECT**

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

### **3. FINANCIAL CONDITIONS**

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

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

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

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

#### **3.2 SURPLUS FUNDS**

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

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

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

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

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

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

### **5. INSURANCE REQUIREMENTS**

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

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

## **10. TERMINATION**

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

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

## **11. ASSIGNMENT AND DELEGATION**

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

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

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

#### 19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

#### **22. FLOW-DOWN REQUIREMENTS**

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

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

#### **23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

---

**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Amphitheater High School Roof Assessment Phase 1 East Campus

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**BACKGROUND:**

On March 17, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the Roof Assessment Phase 1 East Campus at Amphitheater High School. The SFOB has approved this grant request on July 13, 2022, in the amount of \$8,085.00.

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

Grant Number: BRG-ASMNT-00675

Grant Amount: \$8,085.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-ASMNT-00675 in the amount of \$8,085.00 for the Roof Assessment Phase 1 East Campus at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: July 18, 2022

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Todd A. Jaeger, J.D., Superintendent

**SCHOOL FACILITIES BOARD**

Adopted: December 4, 2008

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

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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**1. PURPOSE OF TERMS AND CONDITIONS**

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

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

**2. TERM OF TERMS AND CONDITIONS**

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

**2.1 ABANDONMENT OF THE PROJECT**

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

### **3. FINANCIAL CONDITIONS**

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

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

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

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

#### **3.2 SURPLUS FUNDS**

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

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

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

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

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

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

### **5. INSURANCE REQUIREMENTS**

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

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

## **10. TERMINATION**

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

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

## **11. ASSIGNMENT AND DELEGATION**

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

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

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

#### 19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

#### **22. FLOW-DOWN REQUIREMENTS**

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

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

#### **23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

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**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Copper Creek Elementary School MPR Roof Replacement Construction

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**BACKGROUND:**

On March 15, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the MPR Roof Replacement Construction at Copper Creek Elementary School. The SFOB has approved this grant request on July 12, 2022, in the amount of \$642,041.41.

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

Grant Number: BRG-CONST-01494

Grant Amount: \$642,041.41

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-CONST-01494 in the amount of \$642,041.41 for the MPR Roof Replacement Construction at Copper Creek Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: July 18, 2022

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Todd A. Jaeger, J.D., Superintendent

**SCHOOL FACILITIES BOARD**

Adopted: December 4, 2008

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

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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**1. PURPOSE OF TERMS AND CONDITIONS**

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

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

**2. TERM OF TERMS AND CONDITIONS**

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

**2.1 ABANDONMENT OF THE PROJECT**

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

### **3. FINANCIAL CONDITIONS**

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

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

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

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

#### **3.2 SURPLUS FUNDS**

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

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

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

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

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

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

### **5. INSURANCE REQUIREMENTS**

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

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

## **10. TERMINATION**

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

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

## **11. ASSIGNMENT AND DELEGATION**

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

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

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

---

**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Wilson K-8 School MPR Roof Assessments

---

**BACKGROUND:**

On March 18, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the MPR Roof Assessments at Wilson K-8 School. The SFOB has approved this grant request on July 13, 2022, in the amount of \$5,175.00.

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

Grant Number: BRG-ASMNT-00683

Grant Amount: \$5,175.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-ASMNT-00683 in the amount of \$5,175.00 for the MPR Roof Assessments at Wilson K-8 School and authorize the Governing Board President to sign the attached Terms and Conditions.

---

**INITIATED BY:**

---

Richard C. La Nasa, Executive Manager, Operational Support

Date: July 18, 2022

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Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES BOARD

Adopted: December 4, 2008

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

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

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

### **3. FINANCIAL CONDITIONS**

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

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

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

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

#### **3.2 SURPLUS FUNDS**

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

#### **3.3 UNFORESEEN CONDITIONS**

The District shall notify SFB staff if any unforeseen conditions arise during project

implementation. SFB staff will direct the District on how to proceed. The District must submit an executable Change Order which includes the signature of the District Representative, Architect, and contractor prior to receiving written approval from SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. The Change Order will also indicate any changes to the contract value, contract schedule, and contract scope. No work shall proceed without a fully executed Change Order. Any work the school district approves prior to the executed change order is the financial responsibility of the school district.

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

### 3.4 LOCAL FUNDS

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

### 3.5 SCOPE OF WORK

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

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

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

## 4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. All expenditures and projects are subject to

audit. All construction and related contracts entered into by the District shall contain a clause that will permit the Board and/or the District to audit the contract.

#### **4.1 PUBLIC RECORD**

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

#### **4.2 COMPLETION REPORT**

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

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

### **5. INSURANCE REQUIREMENTS**

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

### **6. AUDIT OF RECORDS**

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

### **7. AVAILABILITY OF FUNDS**

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the

State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

## **10. TERMINATION**

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

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

## **11. ASSIGNMENT AND DELEGATION**

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

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

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

### **13. ENTIRE AGREEMENT**

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

### **14. APPLICABLE LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

#### 19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

#### **22. FLOW-DOWN REQUIREMENTS**

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

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

#### **23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

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**DATE OF MEETING:** July 26, 2022

**TITLE:** Approval of School Facilities Oversight Board (SFOB) Grant for Wilson K-8 School MPR Stage HVAC Replacement Design

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**BACKGROUND:**

On March 17, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for the MPR Stage HVAC Replacement Design at Wilson K-8 School. The SFOB has approved this grant request on July 15, 2022, in the amount of \$15,845.00.

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

Grant Number: BRG-DSGN-00849

Grant Amount: \$15,845.00

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-DSGN-00849 in the amount of \$15,845.00 for the MPR Stage HVAC Replacement Design at Wilson K-8 School and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

A handwritten signature in black ink, appearing to read "Richard C. La Nasa".

---

Richard C. La Nasa, Executive Manager, Operational Support

Date: July 18, 2022

A handwritten signature in black ink, appearing to read "Todd A. Jaeger".

---

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**

School District:

School:

eCivis Project Number:

(This number must match the eCivis Project  
Number on Page 9 of 9)

eCivis Project Title:

**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;
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### **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.

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

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

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

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

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

### **19.1 WARRANT COMPLIANCE**

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

### **19.2 BREACH OF WARRANTY**

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

### **19.3 FAILURE TO COMPLY**

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

19.4 INSPECTION

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

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

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

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

The District warrants that its contractors are not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

**22. FLOW-DOWN REQUIREMENTS**

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

See Page 9 for signature blocks.

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

eCivis Project Number:  
(This number must match the eCivis Project Number on Page 1 of 9)



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

**DATE OF MEETING:** July 26, 2022

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

**BACKGROUND:**

**STAFF**

Darlene Mansouri requests permission to attend Brustein & Manasevit, PPLC Fall Forum 2022 in Clark County, Nevada on November 29-December 3, 2022. Approximate cost of travel is \$2,911.54 and will be paid using Title 1 funds. Four days will be missed, and no substitute is required.

Lavinia McQuade requests permission to attend 2022 National Johnson O'Malley Conference in Las Vegas, Nevada on September 18-22, 2022. Approximate cost of travel is \$2,270.23 and will be paid using Johnson O'Malley funds. Four days will be missed, and no substitute is required.

Kimberly Begay requests permission to attend 2022 National Johnson O'Malley Conference in Las Vegas, Nevada on September 18-22, 2022. Approximate cost of travel is \$1,992 and will be paid using Johnson O'Malley funds. Five days will be missed, and no substitute is required.

**STUDENTS**

Emily Bartz, Michael Smith, and Bob Jones request permission to take 50 Ironwood Ridge Cross Country students to San Diego, California to the Mt. Carmel Cross Country Invitational on September 16-18, 2022. Approximate cost of travel is \$9850 and will be paid using booster club funds. One school day will be missed. Substitutes are required.

Lauren Marlatt, Michelle Bulisache, Trechel Gindt, Erika Sparlin, and Jeremy Hayes request permission to take 50 Coronado 7<sup>th</sup> grade science students to Catalina Island Marine Institute (CIMI) in San Diego, California on February 19-23, 2023. Approximate cost of travel is \$25,211 and will be paid using auxiliary and tax credit funds. Three school days will be missed. Substitutes are required.

| <b>BUDGET CODE<br/>KEY</b>    |                  |                                                                            |
|-------------------------------|------------------|----------------------------------------------------------------------------|
| 100.23.100.2579.6360.509.0000 | Title 1          | Training-Non-Instructional Staff, Registration, State & Federal Programs   |
| 100.23.100.2579.6582.509.0000 | Title 1          | Training-Non-Instructional Staff, Staff Travel, State & Federal Programs   |
| 230.22.146.2579.6360.509.0000 | Johnson O'Malley | Training-Non-Instructional Staff, Registration, , State & Federal Programs |
| 230.22.246.2579.6582.509.0000 | Johnson O'Malley | Training-Non-Instructional Staff, Staff Travel, State & Federal Programs   |
| 525.00.100.1001.6892.115.0000 | Auxiliary        | Classroom Instruction, Student Travel, Coronado K-8                        |
| 526.00.100.1001.6892.115.0000 | Tax Credit       | Classroom Instruction, Student Travel, Coronado K-8                        |
| 525.00.410.2790.6519.115.0000 | Auxiliary        | Student Transportation, Student Travel, Coronado K-8                       |
| 526.00.410.2790.6519.115.0000 | Tax Credit       | Student Transportation, Student Travel, Coronado K-8                       |
| 525.00.100.1001.6113.115.0000 | Auxiliary        | Classroom Instruction, Substitutes, Coronado K-8                           |
| 526.00.100.1001.6113.115.0000 | Tax Credit       | Classroom Instruction, Substitutes, Coronado K-8                           |

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**RECOMMENDATION:**

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

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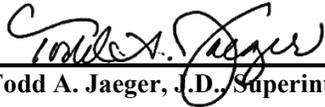
**INITIATED BY:**



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Matthew Munger  
Associate Superintendent for Secondary Education

Date: July 19, 2022



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Todd A. Jaeger, J.D., Superintendent

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

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

EMPLOYEE(S): 1 Darlene Mansouri

SCHOOL: District Offices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department (opt.): State & Federal Programs

DATE(S): November 29, - December 3, 2022

ACTIVITY/EVENT: Brustein & Manasevit, PPLC Fall Forum 2022

LOCATION: Clark County, NV

ABSENCE: # Days 5 Sub Required:  Yes  No # of School Days Missed 4

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

| <u>APPROXIMATE COST</u> |                   | <u>BUDGET CODE/DESCRIPTION</u>                                                 |
|-------------------------|-------------------|--------------------------------------------------------------------------------|
|                         |                   | (Note: Tax credit contributions are District funds and require a budget code.) |
| Registration            | <u>\$1,045</u>    | <u>100.23.100.2210.6360.509.0000</u>                                           |
| Transportation          | <u>\$550</u>      | Mode <u>Air, Shuttle &amp; Parking</u> <u>100.23.100.2579.6582.509.0000</u>    |
| Rental Car              | _____             | _____                                                                          |
| Meals                   | <u>\$229.50</u>   | <u>100.23.100.2579.6582.509.0000</u>                                           |
| Lodging                 | <u>\$1,087.04</u> | <u>100.23.100.2579.65.82.509.0000</u>                                          |
| Substitutes             | _____             | _____                                                                          |
| TOTAL                   | <u>\$2,911.54</u> |                                                                                |

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

Purpose of travel: Attend the Brustein & Manasvit, PPLC Fall Forum 2022 in order to learn rules and regulations related to Federal Grants.

Outcomes and academic benefits to students and staff: A better knowledge of the proposed regulatory changes to the Uniform Grant Guidance, pass through entity requirements, particularly related to subrecipient monitoring, internal control requirements for time and effort documentation.

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

Submitted by: Darlene Mansouri 7/13/22  
Signature Date

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
Jason Cappel 136 7/12/22  
Associate Superintendent/Superintendent Date

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

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

EMPLOYEE(S): Lavinia McQuade

SCHOOL: District Offices

- \_\_\_\_\_

Department (opt.): Native American Education

- \_\_\_\_\_

DATE(S): September 18-22, 2022

ACTIVITY/EVENT: 2022 National Johnson O'Malley Conference

LOCATION: Las Vegas Nevada

ABSENCE: # Days 5 Sub Required:  Yes  No # of School Days Missed 4

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

|                | <u>APPROXIMATE COST</u> |                      | <u>BUDGET CODE/DESCRIPTION</u>                                                 |
|----------------|-------------------------|----------------------|--------------------------------------------------------------------------------|
|                |                         |                      | (Note: Tax credit contributions are District funds and require a budget code.) |
| Registration   | <u>\$800</u>            |                      | <u>230.22.146.2579.6360.509.0000</u>                                           |
| Transportation | <u>\$528</u>            | Mode <u>Airplane</u> | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Rental Car     | <u>\$0</u>              |                      | _____                                                                          |
| Meals          | <u>\$232</u>            |                      | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Lodging        | <u>\$708</u>            |                      | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Substitutes    | _____                   |                      | _____                                                                          |
| TOTAL          | <u>\$2,270.23</u>       |                      |                                                                                |

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

Purpose of travel: Will support the NAE program staff in learning new strategies and techniques for working with Native American students and their families to review mutually developed standards of educational excellence for Indian students served by the educational programs within the United States.

Outcomes and academic benefits to students and staff: To implement the new strategies and techniques for working with Native students and their families to ensure academic success.

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

Submitted by: Marlene Mansouri 7.05.22  
Signature Date

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
137  
Associate Superintendent/Superintendent \_\_\_\_\_ Date 7/15/22

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

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

EMPLOYEE(S): Kimberly Begay

SCHOOL: District Offices

Department (opt.): Native American Education

DATE(S): September 16-22, 2022

ACTIVITY/EVENT: 2022 National Johnson O'Malley Conference

LOCATION: Las Vegas Nevada

ABSENCE: # Days 7 Sub Required:  Yes  No # of School Days Missed 5

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

| <u>APPROXIMATE COST</u> |                                   | <u>BUDGET CODE/DESCRIPTION</u>                                                 |
|-------------------------|-----------------------------------|--------------------------------------------------------------------------------|
|                         |                                   | (Note: Tax credit contributions are District funds and require a budget code.) |
| Registration            | <u>\$0</u>                        | _____                                                                          |
| Transportation          | <u>\$592</u> Mode <u>Airplane</u> | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Rental Car              | <u>\$0</u> _____                  |                                                                                |
| Meals                   | <u>\$304</u>                      | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Lodging                 | <u>\$1,096</u>                    | <u>230.22.146.2579.6582.509.0000</u>                                           |
| Substitutes             | <u>\$0</u>                        | _____                                                                          |
| TOTAL                   | <u>\$1,992</u>                    |                                                                                |

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

Purpose of travel: Will support the NAE program staff in learning new strategies and techniques for working with Native American students and their families to review mutually developed standards of educational excellence for Indian students served by the educational programs within the United States.

Outcomes and academic benefits to students and staff: To implement the new strategies and techniques for working with Native students and their families to ensure academic success.

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

Submitted by: Marlene Manoousi 7.05.22  
Signature Date

Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
Jessi Call 138 7/15/22  
Associate Superintendent/Superintendent Date

AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST

*Attach supporting documentation as needed*

**ORIGINAL SUBMISSION**

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

SCHOOL: IRHS

ESTIMATED NUMBER OF STUDENTS: 30-50

NAME OF SCHOOL GROUP/CLUB/ENTITY: Boys & Girls Cross Country Team

STAFF ADVISOR(S)/CHAPERONES: Emily Bartz, Michael Smith, Bob Jones

ABSENCE: # Days 3 Sub Required:  Yes  No # of School Days Missed 1

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Mt. Carmel Cross Country Invitational. Purpose = To seek out greater competition that we cannot find locally. By seeking out greater competition we hope to build our program and support our efforts of achieving excellence.

DESTINATION OF TRAVEL: Morley Field, San Diego, CA

DATES OF TRAVEL: 9/16 - 9/18/2022

ACADEMIC BENEFITS TO STUDENTS: Students will be able to experience competition at a higher level which will set them up for greater success later in our season. Students will be able to run faster than they ever have as well as reflect upon how the greater competition helped them to achieve these times.

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: \_\_\_\_\_

Other Mountain View Tours

Are expenses paid from any of the following accounts? Auxiliary \_\_\_\_\_ Tax Credits \_\_\_\_\_ Club Funds \_\_\_\_\_  
Parent Organization Yes, IRTFCC Booster Club

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

|                | APPROX. COST                       | BUDGET CODE    |
|----------------|------------------------------------|----------------|
| Registration   | <u>400</u><br><u>Booster Club</u>  | _____<br>_____ |
| Transportation | <u>4000</u><br><u>Booster Club</u> | _____<br>_____ |
| Meals          | <u>0</u><br><u>self-pay</u>        | _____<br>_____ |
| Lodging        | <u>5300</u><br><u>Booster Club</u> | _____<br>_____ |

Substitutes 150 530.00-610.3400.6113.280.0000  
TOTAL 9850

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No  
IF SO, SOURCE & AMOUNTS: \_\_\_\_\_

HOW ARE CHAPERONE EXPENSES PAID? N/A

COST TO EACH STUDENT \$ 350 or less

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Fundraising options and scholarship opportunities if the need presents itself

FUNDING SOURCE(S): IRTFCC Booster Club

FUNDRAISING ACTIVITIES PLANNED (If applicable):  
Track and Field Invitationals (previous years)

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

SUBMITTED BY: Emily Bantz 6/20/2022  
Signature Date

APPROVED BY: Bard 6/22/22  
Principal/Supervisor Date

[Signature] 2/5/22  
Associate Superintendent/Superintendent Date

**AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST  
Attach supporting documentation as needed**

**ORIGINAL SUBMISSION**

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

SCHOOL: **Coronado K-8**

ESTIMATED NUMBER OF STUDENTS: **50**

NAME OF SCHOOL GROUP/CLUB/ENTITY: **7th Grade / Science Department**

STAFF ADVISOR(S)/CHAPERONES: **Lauren Marlatt (coordinator) Chaperones: Lauren Marlatt, Michelle Bulisache , Trechel Gindt, Erika Sparlin, and Jeremy Hayes**

ABSENCE: # Days **3** Sub Required:  Yes  No # of School Days Missed **3**

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **Field trip to study Oceanography and Marine Biology**

DESTINATION OF TRAVEL: **Catalina Island Marine Institute, Toyon Bay. CA**

DATES OF TRAVEL: **February 19-23, 2023**

ACADEMIC BENEFITS TO STUDENTS:

**The students will be participating in Catalina Island Marine Institute's three day camp. Students will complete labs and activities that are aligned with the Arizona science standards adopted in October of 2018. Students will have a reinforcement of the content learned in class. Students will compete in a science olympics when we return to assess their learning.**

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

**Transportation approval:**

Other Charter bus - **Mountain View Tours**

Are expenses paid from any of the following accounts? Auxiliary  Tax Credits  Club Funds

Parent Organization \_\_\_\_\_





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

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**DATE OF MEETING:**        **July 26, 2022**

**TITLE:**        **Selection of Governing Board Delegate and Alternate for Arizona School Board Association (ASBA) Delegate Assembly; Determination of Governing Board Position on ASBA Legislative Action Agenda Items; Direction to Delegate and Alternate**

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**BACKGROUND:**

The Arizona School Boards Association (ASBA), of which the Governing Board is a member board, will hold its annual ASBA Delegate Assembly on September 10, 2022. The Delegate Assembly determines ASBA’s positions for any future Special Sessions of the current legislature and for the first regular session of the Fifty-sixth Legislature. The purpose of this agenda item is to provide the Governing Board with an opportunity to: (1) select a delegate and alternate delegate to attend the ASBA Delegate Assembly, and (2) provide direction to those individuals for actions to be taken at the Delegate Assembly. The delegate may also represent the Board at the county meeting where a County Director will be elected.

Last spring, ASBA requested that member school boards review the ASBA 2022 Political Agenda (which was compiled at ASBA’s 2021 Delegate Assembly) and compile a list of each district’s top priorities for consideration at the upcoming 2022 ASBA Delegate Assembly. Consistent with this request, Amphitheater’s Governing Board studied the ASBA Political Agenda and approved a list of priorities at its May 10, 2022 Governing Board meeting. Those priorities were then submitted to the ASBA.

ASBA’s Legislative Committee has compiled a list of the priorities submitted by each of its member school districts into a single draft Political Agenda for consideration at the 2022 Delegate Assembly. The delegates will then discuss and vote on the proposed document at the Delegate Assembly to identify ASBA’s agenda for advocacy on issues of concern through the State during the 2022-2023 fiscal year.

While all superintendents and governing board members from member districts are invited to and may participate in the discussions held during the Assembly, each member district is only permitted one vote on each matter presented to the assembly for a vote. The delegate who is designated by the Governing Board to attend the Delegate Assembly will make that vote. Therefore, one component of this item is the selection of the Governing Board’s official and voting delegate to the assembly. The Governing Board is also advised to select an alternate delegate who would be authorized to attend the assembly, along with the delegate, and to vote in the event the delegate was unable to do so for some reason.

After doing so, the Board may, through discussion and/or motion, direct the delegate and alternate delegate how to vote or otherwise represent the interests of the Board in the development of the official ASBA political agenda.

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**RECOMMENDATION:**

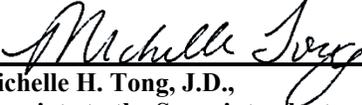
This Administration recommends that the Governing Board:

1. Appoint a delegate from the Board membership to attend the September 10, 2022 ASBA Legislative Conference and Delegate Assembly and vote on behalf of the Board;

2. Appoint an alternate delegate from the Board membership to attend the ASBA Legislative Conference and Delegate Assembly and, in the absence of the delegate, vote on behalf of the Board; and
3. Provide direction, as it determines, to the delegate and alternate delegate on legislative matters of concern to the Board and/or provide direction on how the delegate or alternate delegate should vote on matters.

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**INITIATED BY:**

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

Date: July 18, 2022

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