

Final Posting: Monday, January 9, 2023 at 4:00 p.m.

ORGANIZATIONAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, January 10, 2023

6:00 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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 and Chief Financial Officer.

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

1. <u>CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER</u>	
Ms. Vicki Cox Golder, President	
2. <u>PLEDGE OF ALLEGIANCE</u>	
Mesa Verde Elementary School Students	
3. <u>RECOGNITION OF STUDENT ART</u>	
Mesa Verde Elementary School Students	
4. <u>ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING</u>	
Tuesday, January 31, 2023 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.	
5. <u>ORGANIZATIONAL MEETING</u>	
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K. Approval of Parent Support Organization(s) - 2022-2023	68
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M. Award of Contract for Holaway Elementary School Administrative Renovation - Based Upon Responses to Request for Bids (RFB) 12152022H	72
N. Award of Contract for Ironwood Ridge High School Weatherization Phase II - Based Upon Responses to Invitation for Bids (IFB) 12192022IR	73
O. Award of Contract for Prince Elementary School Renovation Building "C" - Based Upon Responses to Request for Bids (RFB) 12132022	74
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T. Designation of Student Suspension and Expulsion Hearing Officers to Hear Evidence, Prepare a Record and Bring Recommendations to the Board, Pursuant to A.R.S. §15-843(F)(2)	115
U. Approval of Intergovernmental Agreement with Pima Community College District Regarding the Upward Bound Program at Amphitheater High School Pursuant to A.R.S. §§ 11-952 and 15-342	117
V. Revisions to Governing Board Policies GDL (Support Staff Workload), GCCA (Professional Staff Sick Leave), and GCCH (Professional/Support Staff Bereavement Leave), as well as to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers with Approval to Continue It as a Pilot Program in FY 2022-2023	122
W. Approval of Revision to the 2022-2023 Governing Board Meeting Schedule	149
X. Approval of Out of State Travel	151

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

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

11. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting 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: **January 10, 2023**

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

BACKGROUND:

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

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

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

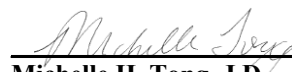
In accordance with these laws, re-elected Board members Mr. Matt Kopec and Ms. Susan Zibrat subscribed their oath of office before a notary public in December 2022 before their term of office began on January 1, 2023. Their signed and notarized oaths have been forwarded to the Pima County School Superintendent.

Because their oaths were administered separately outside of a public meeting, the re-elected Board members also have the option to take the oath again publically during the January 10, 2023 Governing Board meeting. This agenda item is provided to permit the two re-elected Board members to take the oath of office during the Board meeting. Arrangements have been made for Pima County Supervisor Rex Scott to attend to the meeting to administer the oath of office to Mr. Kopec, as well as for Ms. Zibrat’s daughter, Melanie Zibrat, to attend to administer Ms. Zibrat the oath of office.

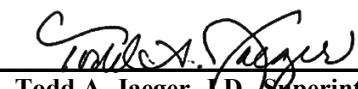
RECOMMENDATION:

Mr. Matt Kopec and Ms. Susan Zibrat should state the loyalty oath of office required by A.R.S. §38-231, which may be administered by the person of their choosing.

INITIATED BY:


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

Date: December 19, 2022


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 10, 2023**

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

BACKGROUND:

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

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

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

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

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

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

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

Once nominations are completed, Roberts Rules of Order identifies multiple options for conducting the election of officers. The most practicable options applicable to the election of Governing Board officers are described below. All votes must be public for compliance with the Arizona Open Meeting Laws. Any one of the alternative methods below may be used – determined either by the current Vice President or by motion (the latter of which controls in the event of conflict). If a voting method is selected, the Vice President should explain how the matter will proceed prior to the vote being taken. Below is an explanation on Robert’s Rules of Order for each available option for voting:

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

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

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

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

RECOMMENDATION:

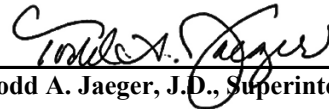
The Administration recommends that the Board nominate and elect both a President and a Vice President, through the manner determined by the current President or the Board by motion.

INITIATED BY:



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

Date: December 27, 2022



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 10, 2023

TITLE: Study of November 8, 2022 Election Results

BACKGROUND:

The general election held November 8, 2022 determined several elected positions for the State of Arizona, including a United States Senator and the Governor. In addition, the election determined two of the District's Governing Board seats, as well as multiple propositions proposing revisions to Arizona's constitution and the Arizona Revised Statutes that may affect school districts. Now that these election results have been certified, administration is presenting this agenda item to permit the Governing Board to study the results from the November 8, 2022 election.

RECOMMENDATION:

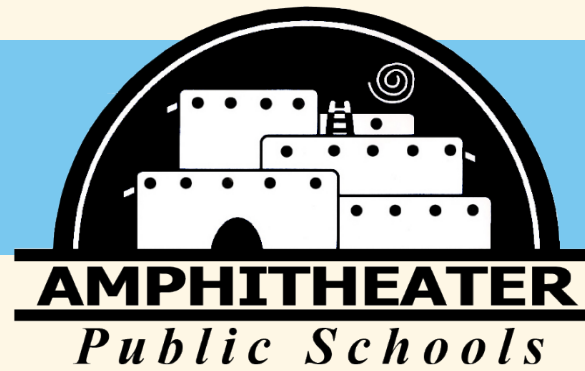
This is for information only. No action is required at this time.

INITIATED BY:

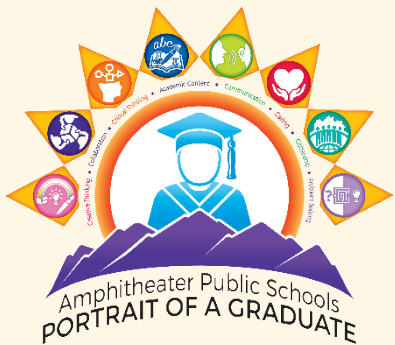
Michelle H. Tong, J.D.
Associate to the Superintendent and General Counsel

Date: December 27, 2022

Todd A. Jaeger, J.D., Superintendent



November 8, 2022 Election Results By the Numbers



State of Arizona Numbers

Total Number of Eligible Registered Voters	4,143,929
Total Number of Ballots Cast	2,592,313
Voter Turnout Percent	62.56%

County Numbers

	Apache	Cochise	Coconino	Gila	Graham	Greenlee	La Paz	Maricopa	Mohave	Navajo	Pima	Pinal	Santa Cruz	Yavapai	Yuma
Registered Voters	51,981	77,394	90,829	33,949	19,487	4,669	11,311	7,435,397	146,919	69,040	639,885	262,694	29,189	166,052	105,133
Ballots Cast	27,010	47,284	55,475	22,802	11,006	2,487	5,594	1,562,758	82,758	40,974	403,556	145,600	13,208	124,871	46,830 10
Voter Turnout	51.96%	61.10%	61.08%	67.17%	56.48%	53.27%	49.46%	64.17%	56.33%	59.35 %	63.07%	55.43%	45.59%	75.20%	44.54%

Pima County Numbers



Total Number of Eligible Registered Voters

639,885



Total Number of Requests for Early Ballots

507,473



Total Number of Ballots Cast

403,556



Total Number of Early Ballots Cast

331,304



Pima County Early Ballot Numbers

Registered Party	Number of Early Ballots Requested
Democrat	159,193
Republican	93,315
Registered Independent	280
Registered as Specific Other Party, (e.g. Green, Libertarian, etc.)	79,516





Amphitheater Public Schools Numbers



Total Number of Candidates Identified on Ballot	4
Write-In Totals	729

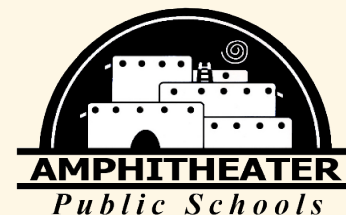


Total Number of Votes Permitted for Each Ballot	2
• Total Number of Undervotes (voted for 1 or 0 candidates)	42,580
• Total Number of Overvotes	124

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Total Number of Votes Cast in Amphitheater's Board Election	86,894
• Total Number of Votes Cast on Election Day	13,321
• Total Number of Votes Cast by Early Ballot	73,355
• Total Number of Votes Cast by Provisional Ballot	218





Congratulations Re-elected Governing Board Members

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Matt Kopec Susan Zibrat





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

DATE OF MEETING: **January 10, 2023**

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

BACKGROUND:

Administration recommends that the Governing Board approve David Humphreys to serve as *interim* Principal for La Cima Middle School. Dr. Anne Dudley transferred to a different school in the District at the conclusion of the Fall 2022 semester. Mr. Humphreys is an experienced administrator who can serve as *interim* Principal for the remainder of the 2022-2023 school year to provide consistency and support for the La Cima students, staff and community.

Mr. Humphreys has been an Assistant Principal in Amphitheater Public Schools for seven years. He is Assistant Principal/Athletic Director at Amphitheater High School and has been there since 2017. He was Assistant Principal at Coronado K-8 from 2015 - 2016. Therefore, he knows the policies, procedures and culture of this District.


In addition, he knows the Amphitheater High School and La Cima Middle School community well having spent most of his life in that community. Mr. Humphreys is an Amphitheater High School graduate who also attended Keeling Elementary School and Amphitheater Middle School. He volunteered as a coach at Amphitheater High School while in college, and returned there to teach after graduating from University of Arizona in 2009 with a Bachelor of Arts in Secondary Education. He taught there until promoting to Coronado's Assistant Principal in 2015, and he served as the Cambridge Coordinator and Head Basketball Coach there. In 2013, he received his Masters of Education in Educational Leadership from Northern Arizona University.

Mr. Humphreys' interim appointment will provide La Cima Middle School with an experienced and knowledgeable school leader on an interim basis and permit the La Cima Middle School staff and parent community time to provide necessary input to hold a competitive hiring process in the spring. For these reasons, Superintendent Todd Jaeger recommends that David Humphreys be appointed into the position of La Cima Middle School Principal on an interim basis for the remainder of the 2022-2023 school year.


RECOMMENDATION:

Administration recommends the Governing Board approve David Humphreys as interim Principal of La Cima Middle School for Fiscal Year 2022-2023.

INITIATED BY:


Michelle H. Tong, J.D.
Associate to the Superintendent and General Counsel
and
Matthew P. Munger
Associate Superintendent for Secondary Education

Date: December 21, 2022


Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY COMMENT
Humphreys	David	Principal	CT-AD	La Cima Middle School	MSP	+\$4,476.05	Interim	Mr. Jaeger

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* 2022-2023 School Year
 Addendum Former employee or new hire receiving extra-curricular position
 New New hire filling a newly created position
 Rehire Former employee returning to a position in the district
 Replacement New hire filling a vacated position
 Rescind Declined position after appointment

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

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

David Humphreys

PROFILE

I am an Assistant Principal-Athletic Director at Amphitheater High School. I have 15 years of experience working and volunteering in a public school setting. During my time in the Amphitheater School District, I have dedicated myself to participating in a variety of professional development opportunities while seeking leadership roles with the purpose of becoming a well-rounded and impactful educator.

PROFESSIONAL EXPERIENCE

Assistant Principal-Athletic Director: Amphitheater High School

July 2017 to Present

- Acted as the Principal in the absence of the Principal
- Worked closely with staff members to develop strong instructional programs to meet both the specific and wide-ranging needs of our student body
- Led staff training and assisted in the implementation of the Danielson Framework for Teaching
- Created and developed the Interscholastic Leadership Council and Student-Athlete Tutoring Program
- Conducted investigation and grievance reports for students, staff, families and community members. Organized and coordinated solution-based mediation reviews for all school stakeholders.
- Works with the Human Resources department to recruit and hire both certified and classified staff members.
- Meet bi-weekly with members of the ASD School Operations Department to manage and maintain a safe, secure, and clean campus.
- Engaged and participated in community-based movements/organizational in order to stay informed and to ensure that AHS is an active stake-holder in our community

Assistant Principal: Coronado K-8

July 2016 to June 2017

- Acted as the Principal in the absence of the Principal
- Assisted the Principal in coordinating and implementing programs for students, teachers, parents, and community stakeholders
- Developed and maintained a positive communication system in the school community
- Worked closely with classroom teachers to implement instructional and behavioral classroom programs and interventions
- Utilized the ATPES evaluation system as a tool to support teachers in maximizing culture building and student learning
- Frequently met with classified personnel to plan and complete school-wide tasks in an efficient and team oriented manner
- Supervised student behavioral interventions and worked with support staff members to develop plans for student assistance as needed
- Assisted the administrative team in supervising the building and grounds for maintenance needs and safety concerns

Summer School Administrator: Amphitheater School District

May 2016 to July 2016

- Worked with the administrative team to facilitate and lead teacher development opportunities
- Frequently visited classrooms to provide teacher feedback and assist in curriculum development
- Communicated and collaborated with school-site personnel to facilitate daily operations
- Frequently monitored student discipline issues ranging from tardy/absence issues to classroom/campus disruptions
- Communicated the Amphitheater Summer School guidelines and expectations with students, parents and staff

Instructional Support Assistant: Amphitheater High School

January 2015 to May 2015

- Managed school-wide activities and programs
- Communicated with parents and community stakeholders
- Coordinated Advanced Placement EOC examinations
- Coordinated teacher training opportunities
- Facilitated a wide-range of student discipline and interventions
- Attended and participated in student manifestation and discipline hearings
- Attended and participated in monthly Assistant Principal Meetings
- Monitored and evaluated student growth through a variety of data sources

Cambridge Coordinator: Amphitheater High School

August 2012 to May 2016

- Monitored the implementation of the University of Cambridge Curriculum and Board Examination System
- Coordinated the ordering of Cambridge exams and the BES testing procedures
- Facilitated professional development opportunities for teachers and staff members
- Monitored student progress toward the achievement of the Grand Canyon High School Diploma
- Worked closely with the Center for the Future of Arizona to develop strategies to promote an increase in rigor and achievement at Amphitheater High School

Classroom Teacher: Amphitheater High School

August 2009 to May 2016

- Taught a variety of ages and skill levels
- Responsible for planning, implementing, and evaluating classroom activities
- Developed a functional and efficient classroom atmosphere
- Participated in professional development sessions and implemented research-based strategies with fidelity to increase student achievement
- Frequently met with students, parents and colleagues to monitor student progress
- Monitored and disciplined students

EDUCATION

- **School Principal Certification**, State of Arizona, March 2013
- **Master of Education in Educational Leadership**, Northern Arizona University, May 2013
- **Bachelor of Arts in Secondary Education**, University of Arizona, May 2009

ADDITIONAL SCHOOL RELATED LEADERHIP ROLES

- **School Leadership Team**
 - Coronado K-8, August 2016 to July 2017
 - Amphitheater High School, August 2011 to Present
- **301 School Site Coordinator**
 - Amphitheater High School, August 2013 to May 2016
- **District ATPES Committee Member**
 - August 2013 to Present
- **Pima county Superintendent Office – Vaping Task Force**
 - February 2020 – Present
- **AVID Site Team – Team Member**
 - August 2017 – Present
- **School Safety Grant – Site Grant Advisor**
 - August 2019 – Present
- **Arizona Interscholastic Conference Committee – 4A Gila Region Chair**
 - August 2018 – Present



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

DATE OF MEETING: **January 10, 2023**

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


BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of January 3, 2023.


RECOMMENDATION:

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

INITIATED BY:


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

Date: January 3, 2023


Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Cyrus	Thomas	Teacher - Orchestra	CT	Holaway Elementary	CTT-MA		Rehire	Mr. Frederiksen	
Flores	Jesus	Teacher - P. E.	CT	Amphi Middle School	CTT-BA	0 years	Replacement	Ms. Wichers	
Milam	Christine	Teacher - Special Education Reso	CT	Holaway Elementary	CTT-MA	10 years	Replacement	Mr. Frederiksen	
Simmons	Melody	Teacher - Special Education Reso	CT	La Cima Middle School	CTT-MA	3 years	Replacement	Dr. Dudley	
Acosta	Freeda	Clerk	CL	Facilities Support	1	0 years	Replacement	Mr. Gill	
Anderson	Venita	Food Service Attendant	CL	Copper Creek Elementary	1	0 years	Replacement	Mr. Greeson	
Bouck	Monica	Food Service Attendant	CL	Ironwood Ridge High	1	0 years	Replacement	Mr. Greeson	
Bradley	Anthony	Custodian I	CL	Amphi Middle School	2	5+ years	Replacement	Ms. Wichers	
Corral	Yvette	Special Education Teaching Assisi	CL	Holaway Elementary	3	5+ years	Replacement	Mr. Frederiksen	
Davis	Hailey	Library Clerk	CL	Amphi High School	1	0 years	Replacement	Mr. Malis	
Delgado	Alejandro	Special Events Worker	CL	Amphi High School			Rehire		\$12.80 per hour
Grantham	Brittany	Campus Monitor	CL	Prince Elementary	1	0 years	Replacement	Ms. Sheber	
Herrera	Robert	Special Events Worker	CL	CDO High School			Replacement		\$12.80 per hour
Lemay	Matthew	Security Officer	CL	Ironwood Ridge High	2	5+ years	Replacement	Dr. Jenkins	
Mixson	Kaelynn	Campus Monitor	CL	Mesa Verde Elementary	1	0 years	Replacement	Mr. Ripp	
Mixson	Kaelynn	Crossing Guard	CL	Mesa Verde Elementary	1	0 years	Replacement	Mr. Ripp	
Moore	Juana	Custodian I	CL	Cross Middle School	2	5+ years	Replacement	Mr. Gutierrez	
Olvera	Armando	Custodian I	CL	Coronado K-8 School	2	0 years	Replacement	Ms. Letts	
Pena	Thomas	Special Events Worker	CL	CDO High School			New		\$12.80 per hour
Perez	Shania	Campus Monitor	CL	Walker Elementary	1	0 years	Replacement	Mr. Trimble	
Teso	Alma	Custodian II	CL	Nash Elementary	5	5+ years	Replacement	Dr. Beccera	
Weinheimer	Morgan	Classroom Aide/Caregiver	CL	Wilson K-8 School	2	0 years	Replacement	Ms. Sullivan	
Salazar	Ana	ADDN - Classified Tutor	ADDM	Amphi High School			Addendum	Mr. Malis	\$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	

01/10/2023
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Armendariz	Octavio		CT		12/02/2022	
Colaiani	Jeanie		CT		12/14/2022	
Counts	Austin		CT		12/06/2022	
Crivello	Michael		CT		12/01/2022	
Cyrus	Thomas		CT		12/12/2022	
Fitzgerald-Shull	Jacqueline		CT		12/06/2022	
Gower	Daystar		CT		12/15/2022	
Grasberger	Ronne		CT		12/14/2022	
Hunkins	Silvana		CT		12/14/2022	
Jimenez	Katalina		CT		12/14/2022	
Kent	Christopher		CT		12/01/2022	
Lau	Anna		CT		12/15/2022	
McConnell	Emily		CT		12/01/2022	22
Romo	Caesar		CT		12/01/2022	
Sanders	Rebecca		CT		12/07/2022	
Shinkel	Daniel		CT		12/02/2022	
Standish	Erin		CT		12/15/2022	
Watson	David		CT		12/15/2022	
Collins	Rebecca		CL		12/07/2022	
Crouse	Meredith		CL		12/05/2022	
Garcia	Virginia		CL		12/07/2022	
Mele	James D		CL		12/14/2022	
AD	Administrative					
PR	Professional					
CT	Certified					
CL	Classified					



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

DATE OF MEETING: **January 10, 2023**

TITLE: **Approval of Personnel Changes**

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of January 3, 2023.

RECOMMENDATION:

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

INITIATED BY:

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

Date: January 3, 2023

Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Miller	Mitch	Behavioral Intervention Monitor	CT-RE1	Wilson K-8 School	Transfer	2	<\$1.93>	
Kolata	Amanda	Teacher - Preschool Director	CT-301	Holaway Elementary	301 Payment			\$450.73
Aukee	Lisa	Teacher - Psychology	CT	Amphi Academy Online	Added Duty			\$1,338.83
Becker-Rohrer	Judith	Teacher - Art	CT	Amphi Academy Online	Added Duty			\$1,096.18
Cook	Cheryl	Teacher - General Science	CT	Amphi Academy Online	Added Duty			\$10,019.10
Di Vetta	Trista	Teacher - Social Studies	CT	Amphi Academy Online	Added Duty			\$10,290.51
Dickinson	Kimberly	Teacher - Career Exploration & Transition	CT	Amphi Academy Online	Added Duty			\$1,320.66
Ely	Stacia	Teacher - General Science	CT	Wilson K-8 School	Added Duty			\$4,538.25
Ferrel	John	Teacher - General Science	CT	Wilson K-8 School	Additional Position			\$15,123.11
Howland	Patricia	Teacher - General Science	CT	Wilson K-8 School	Added Duty			\$5,955.90
Hurley	Benjamin	Teacher - P. E.	CT	Amphi Academy Online	Added Duty			\$2,060.74
Kolata	Amanda	Teacher - Preschool Director	CT	Holaway Elementary	Added Duty			\$7,239.79
Pieroway	Karl	Teacher - Mathematics	CT	Amphi Academy Online	Added Duty			\$5,530.54
Scheffel	Liesl	Teacher - Academic Intervention	CT	Coronado K-8 School	Decrease FTE			<0.3 FTE>
Shaheen	John	Teacher - AVID	CT	Coronado K-8 School	Decrease FTE			<0.1667 FTE>
Shaheen	John	Teacher - Band	CT	Coronado K-8 School	Increase FTE			+0.1667 FTE
Zolo	Tatiana	Teacher - Mathematics	CT	Amphi Academy Online	Added Duty			\$5,076.38
Jaeger	Todd	ADDN - Performance Stipend	CL-AD	Wetmore Center	Addendum			*100% FY22 Performance Pay
Jaeger	Todd	ADDN - Performance Stipend	CL-AD	Wetmore Center	Addendum			100% FY23 Performance Pay
Jaeger	Todd	Superintendent	CL-AD	Wetmore Center	Addendum			Approve Evaluation
Bradley-Weinheimer	Morgan	Classroom Aide/Caregiver	CL	Wilson K-8 School	Decrease FTE			<0.187 FTE>
Crum	Tracy	Instructional Aide	CL	Rio Vista Elementary	Added Duty			Position Extended thru end of school yr.

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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
Dowell	Jessica	Special Education Teaching Assistant	CL	Cross Middle School	Transfer	3	N/A	
Fears	Carolyn	Special Education Teaching Assistant	CL	Copper Creek Elementary	Transfer	3	<\$0.64>	
Finrock	Dale	Bus Driver	CL	Transportation	Correction		+\$0.69	Experience credit
Gundy	Chris	Computer Network Systems Installer	CL	Wetmore Center	Promotion	12	+\$2.76	
Harmon	Abbey	Clerk	CL	Prince Elementary	Additional Position	1		\$14.04
Hernandez	Pablo	Bus Driver	CL	Transportation	Promotion	11	+\$4.45	
Hyatt	Kristy	Transportation Attendant	CL	Transportation	Increase FTE			+0.0437 FTE
Makovic	Lisa	Library Assistant	CL	Nash Elementary	Transfer	4	N/A	
Martinez	Janitza	Classroom Aide/Caregiver	CL	Rio Vista Elementary	Promotion	2	+\$0.51	
Mitchell	Kristen	Preschool Aide/Caregiver	CL	Innovation Academy	Decrease FTE			<0.1 FTE>
Moody	Dora	Bus Driver	CL	Transportation	Increase FTE			+0.0625 FTE
Scheffel	Liesl	Teacher - Pandemic Recovery	CL	Coronado K-8 School	Decrease FTE			<0.2 FTE>
Marshall	Sawyer	ADDN - School Support Team	ADDM	La Cima Middle School	Addendum			\$20.00 per hour
Ambrosio	Trish	ADDN - Musical Assistant Director HS	ADCT	Ironwood Ridge High	Addendum			\$1,696.00
Avila	Paul	Coach - Softball Assistant HS	ADCT	CDO High School	Addendum			\$2,400.00
Bolthouse	Emily	ADDN - Extra Days	ADCT	Ironwood Ridge High	Addendum			\$91.68 per day
De La Rocha	Natalia	ADDN - Student Council EL	ADCT	Walker Elementary	Addendum			\$950.00
Donahue	Brian	Coach - Wrestling Head MS	ADCT	La Cima Middle School	Addendum			\$1,700.00
Finch	Lucille	ADDN - Interscholastic Supervisor	ADCT	Wilson K-8 School	Addendum			\$450.30
Fox	Erica	Teacher - Pandemic Intervention and Acco	ADCT	CDO High School	Decrease FTE			<0.2 FTE>
Goldstein	Heidi	Teacher - Pandemic Intervention and Acco	ADCT	CDO High School	Added Duty			\$4,736.56
Green	Rebecca	ADDN - Curriculum Development	ADCT	Coronado K-8 School	Addendum			\$25.00 per hour
King	Nicole	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum			\$30.00 per hour
Lepore	Andrew	ADDN - Musical Director HS	ADCT	Ironwood Ridge High	Addendum			\$2,250.00

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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
Lepore	Andrew	ADDN - Drama HS	ADCT	Ironwood Ridge High	Addendum		\$2,250.00	
Linn	David	Coach - Soccer Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Martinez	Amy	ADDN - Musical Assistant Director HS	ADCT	Ironwood Ridge High	Addendum		\$1,696.00	
McGee	Caryn	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Menzies	Sophia	ADDN - Certified Tutor	ADCT	Nash Elementary	Addendum		\$42.00 per hour	
Morales	Maggie	Coach - Softball Assistant HS	ADCT	CDO High School	Addendum		\$2,400.00	
Novinski	Garrett	Coach - Baseball Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Obregon	Jose	Coach - Soccer Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Powell	Matthew	Coach - Equipment Technician Spring HS	ADCT	CDO High School	Addendum		\$1,850.00	
Rudd	Amy	ADDN - Academic Assistant EL	ADCT	Holaway Elementary	Addendum		\$700.00	
Sutton	Kyle	Special Events Worker	ADCT	CDO High School	Added Duty		\$12.80 per hour	
Whetherhult	Stephen	Coach - Assistant Athletic Trainer Winter I	ADCT	CDO High School	Addendum		\$1,850.00	
Woodard	Nicholas	ADDN - Extra Curric. Activ. Director	ADCT	La Cima Middle School	Addendum		\$2,000.00	
Bear	Zae	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$16.30 per hour	
Bogomol	Scott	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$15.54 per hour	
Espinosa	Oscar	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.25 per hour	
Espinosa	Oscar	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.25 per hour	
Finney	Stephanie	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.25 per hour	
Fiske	Hui	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$19.59 per hour	
Frost	Lindsay	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$15.25 per hour	
Hunter	Abby	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$14.00 per hour	
Leyvas	Laura	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$13.42 per hour	
Martinez	David	Special Events Worker	ADCL	CDO High School	Added Duty		\$12.80 per hour	
Munoz	Mariana	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$17.17 per hour	

*	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
Mustaficic	Edin	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$14.38 per hour
Orlosky	Sheryl	ADDN - Extra Hours	ADCL	Donaldson Elementary	Addendum			\$14.25 per hour
Rivera De Cortes	Maria	ADDN - Extra Hours	ADCL	La Cima Middle School	Added Duty			\$15.12 per hour
Slaton	Stephanie	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$12.90 per hour
Slaton	Stephanie	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$12.90 per hour
Soto	Rosemary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$14.60 per hour
Tobin	Timothy	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty			\$15.23 per hour
Wray	Eileen	ADDN - Extra Hours	ADCL	Prince Elementary	Added Duty			\$14.68 per hour

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

DATE OF MEETING: **January 10, 2023**

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

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of January 3, 2023.

RECOMMENDATION:

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

INITIATED BY:

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

Date: January 3, 2023

Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Belt	Mattie	Teacher - Special Education Resou	CT	Amphi Middle School	11/23/2022	End Date
Herron	Candace	Special Education Facilitator	CT	Wilson K-8 School	12/12/2022	Start Date
Irwin	Teresa	Librarian	CT	Cross Middle School	11/23/2022	End Date
Johnson Bivens	Adria	Teacher - Rillito Classroom	CT	Rillito Center	12/02/2022	Start Date
Yrrizarry	Alexis	Teacher - Grade 2	CT	Prince Elementary	11/23/2022	End Date
Escalada-Westlar	Katrina	Occupational Therapist	CL-PR	Rillito Center	04/03/2023	End Date Change
Baron	Craig	Instructional Technology Specialist	CL	Cross Middle School	12/05/2022	Start Date
Carless	Manne	Food Service Attendant	CL	Ironwood Ridge High	11/09/2022	Start Date
Escarriga Castro	M	Cook	CL	Amphi High School	12/05/2022	End Date
Marquez	Patricia	Supervisor of Food Service	CL	Amphi High School	01/03/2023	Start Date
Ochoa	Jose	Transportation Driver Trainer/Relief	CL	Rillito Center	12/09/2022	End Date
Ochoa	Jose	Transportation Driver Trainer/Relief	CL	Transportation	11/16/2022	Start Date
Pike	Dache	School Administrative Assistant	CL	Mesa Verde Elementary	11/23/2022	End Date
Sheesley	Cynthia	Parent Educator	CL	Wetmore Center	11/28/2022	End 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: January 10, 2023

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of January 9, 2023.

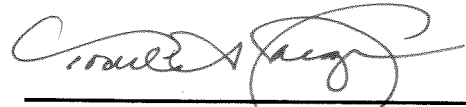
RECOMMENDATION:

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

INITIATED BY:


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

Date: January 9, 2023


Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Amonson	Terri	Assistant Principal	CT-AD	Ironwood Ridge High	06/30/2023	Retirement	
Abril Montano	Yamileth	Teacher - Grade 4	CT	Nash Elementary	12/19/2022	Breach of Contract	
Hunker	Emily	Teacher - P. E.	CT	Amphi Middle School	12/19/2022	Resignation	
Olson	Bjorn	Teacher - General Science	CT	La Cima Middle School	12/19/2022	Breach of Contract	
Piancino	Hailey	Teacher - CHOICES Classro	CT	Cross Middle School	05/19/2023	Resignation	
Plapp	Shari	Teacher - General Science	CT	Wilson K-8 School	12/19/2022	Resignation	
Tolton	Diana	Teacher - Mathematics	CT	Amphi High School	05/19/2023	Resignation	
Foster	Jo Beth	School Nurse	CL-PR	Amphi High School	12/06/2022	Resignation	
Berry Rooney	Anastasia	Special Education Teaching	CL	Copper Creek Elementary	01/04/2023	Resignation	
Bruno	Rebecca	Campus Monitor	CL	Mesa Verde Elementary	12/16/2022	Resignation	
Jennings	Celia	Classroom Aide/Caregiver	CL	Keeling Elementary	11/30/2023	Resignation	
Lespron	Luis	Custodian I	CL	Amphi High School	10/31/2022	Resignation	31
Martinez	Rosa	Custodian I	CL	Prince Elementary	12/06/2022	Resignation	
Meredith	Pamela	Special Education Teaching	CL	CDO High School	01/13/2023	Retirement	
Olson	Lyle	Transportation Attendant	CL	Transportation	01/03/2023	Resignation	
Safford	Steven	Bus Driver	CL	Transportation	12/02/2022	Resignation	
Soto	Rosemary	Security Officer	CL	CDO High School	11/23/2022	Resignation	
Valenzuela	Margarita	Food Service Attendant	CL	Keeling Elementary	01/03/2023	Retirement	Returning ESI 1/4/2023

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

01/10/23
GOVERNING BOARD MEETING
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Bellerby	Margaret		CT		11/21/2022	
Engelhard	Michael		CT		11/30/2022	

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: **January 10, 2023**

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

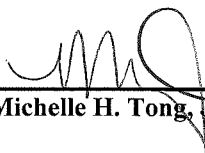
BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of January 3, 2023.


RECOMMENDATION:

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

INITIATED BY:


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

Date: January 3, 2023


Todd A. Jaeger, J.D., Superintendent

1/10/2023

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Basye	Andrew	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,400.00
Britt	Darin	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Campillo	Robert	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,200.00
Cox	Christopher	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,200.00
Estrella	Ivan	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,200.00
Fowler	Kelly	Coach - Softball Head HS	CDO High School	Stipend	\$3,000.00
Gonzalez	Mario	Coach - Baseball Assistant HS	CDO High School	Stipend	\$2,400.00
Hisey	Jason	Coach - Baseball Head HS	CDO High School	Stipend	\$3,000.00
Horrocks	Julianna	Coach - Track Assistant HS	CDO High School	Stipend	\$2,400.00
Jimenez	Raul	ADDN - Interscholastic Activities f	CDO High School	Stipend	\$2,850.00
Lewis	Timothy	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,483.64
Lucas	David	Coach - Tennis Head HS	CDO High School	Stipend	\$2,600.00
Marchus	Matthew	Coach - Soccer Assistant HS	CDO High School	Stipend	\$2,400.00
Marek	Seth	Coach - Track Assistant HS	CDO High School	Stipend	\$2,400.00
Millyard	John	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Palmer	LaTisha	Coach - Track Assistant HS	CDO High School	Stipend	\$2,400.00
Slaton	Stephanie	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$2,400.00
Swingle	Brian	Coach - Volleyball Head HS	CDO High School	Stipend	\$3,000.00
Toia	Dennis	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,200.00
Tuakalau	Taumafa	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$1,200.00

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* 2021-2022 School Year

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Weinzettle	Daniel	Coach - Wrestling Head MS	Wilson K-8 School	Stipend	\$1,700.00
Welch	Adam	Coach - Soccer Assistant HS	Amphi High School	Stipend	\$1,714.29
Wheatley	Jessica	Coach - Track Head HS	CDO High School	Stipend	\$3,000.00

* 2021-2022 School Year



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

DATE OF MEETING: **January 10, 2023**

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

BACKGROUND:

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

December 6, 2022

RECOMMENDATION:

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


INITIATED BY:

JA



Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: January 3, 2023



Todd A. Jaeger, J.D., Superintendent

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, December 6, 2022**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, December 6, 2022, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Governing Board Member Absent

Mr. Matthew A. Kopec, Member

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, Associate Superintendent for Secondary Education
Ms. Michelle H. Tong, J. D., Associate to the Superintendent and Legal Counsel
Mr. Scott Little, Chief Financial Officer
Ms. Elizabeth Jacome, Director of Curriculum and Assessment
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Kristin McGraw, Director of Student Services
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

President Cox Golder called the meeting to order at 5:30 p.m. and invited members of the audience to sign the guest register.

2. EXECUTIVE SESSION

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

A. Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), as well as the Hearing Officer's Recommendation for Expulsion Pursuant to A.R.S. § 15-843(F)(2), Regarding:

a. Student # 30073215

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

C. Discussion Pertaining to the Employment and Evaluation of the Superintendent, Pursuant to A.R.S. § 38-431.03(A)(1).

President Cox Golder asked for a motion to hold Executive Session. Vice President Day moved that the Board go into an Executive Session to address the matters identified in item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under item 2. Ms. Zibrat seconded the motion. Voice vote in favor – 4: President Cox Golder, Vice President Day, Dr. Baker, and Ms. Zibrat. Opposed–0.

President Cox Golder proclaimed they were in Executive Session at 5:30 p.m.

3. RECONVENE PUBLIC MEETING

President Cox Golder reconvened the meeting at 6:25 p.m.

4. PLEDGE OF ALLEGIANCE

Superintendent Jaeger introduced Cross Middle School Principal, Chris Gutierrez. Mr. Gutierrez noted that the students present represent their school well. He introduced James, John, Micha, and Sadie. Mr. Gutierrez shared that not only are they diligent students, but they are involved in various extracurricular activities at school and in the community. The students led the Pledge of Allegiance.

President Cox Golder asked if any of the students wished to speak. Each of the students introduced their parents in the audience. The students were presented with a certificate of recognition from the Governing Board.

5. RECOGNITION OF STUDENT ART

Mr. Gutierrez introduced Cross Middle School art teacher, Sara Wilson. Ms. Wilson thanked the Governing Board for the opportunity to showcase her students' art. She shared that the art displayed covers a range of media and techniques including black and white scratch art, open explosion books, self-portraits, line art, optical illusions, oil pastel work and 3-D plaster mask sculptures.

President Cox Golder presented Ms. Wilson with a certificate of recognition. A picture was taken with the Cross Middle School students, Ms. Wilson, Mr. Gutierrez, the Governing Board, and Superintendent Jaeger to mark the occasion.

6. ANNOUNCEMENT OF DATE AND TIME OF THE ORGANIZATIONAL GOVERNING BOARD MEETING

President Cox Golder announced that the Organizational Governing Board meeting would be held on Tuesday, January 10, 2023 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center.

7. RECOGNITIONS

A. Recognition of Ironwood Ridge High School 2022 Division II Boys' Cross Country State Champions

Superintendent Jaeger commented that Amphitheater student athletes are having a great year. He asked Director of Interscholastics, Armando Soto to introduce the item. Mr. Soto stated it was with great pride that he introduce the Ironwood Ridge High School Boys Cross Country Coach, Michael Smith.

Coach Smith asked his Assistant Coaches, Emily Bartz and Bob Jones to join him. He was also joined by several members of the IRHS Boys Cross Country Team: Noah Burnet, Declan Jorgenson, Matt Garmon, John Richardson, Nathan Richardson, Joey Schied, and Mason Tengell. Coach Smith stated that there were 60 students on the Cross Country team this year and summarized the team's mission statement and foundations for the team. He shared that winning the race was difficult, but the runners fought hard and came out on top.

Ms. Zibrat and Dr. Baker presented the coaches and students with certificates of recognition. A picture was taken with the Cross Country team, Mr. Smith, Ms. Bartz, Mr. Jones, the Governing Board, and Superintendent Jaeger to mark the occasion.

B. Recognition of Amphitheater High School's 75 Years of Continuous of Accreditation

Superintendent Jaeger asked Mr. Munger to introduce this item and the representative of Cognia.

Mr. Munger stated that Cognia is a national accreditation institution that accredits schools every five years based on four key areas. He spoke about the significance of such an accreditation and the weight it carries with post-secondary institutions in particular.

Mr. Munger noted that all of the Amphitheater schools are accredited by Cognia. He introduced Krista Anderson from Cognia to present two awards.

Ms. Anderson thanked the Governing Board for allowing her to celebrate two awards for the Amphitheater district. She spoke about the accreditation cycle and the four key areas by which schools are evaluated which include: school culture, leadership, engagement, and growth. Ms. Anderson stated that Cognia (formerly AdvancedEd and North Central Accreditation) has been accrediting schools for over 125 years and that Amphitheater High School has been continuously accredited for 75 years. She extended her congratulations to Amphitheater High School and presented A.J. Malis, Principal of Amphitheater High School with a plaque.

Vice President Day noted that she is an Amphitheater High School graduate and asked other graduates in the audience to join her in presenting Mr. Malis with a certificate of recognition.

A picture was taken with the Governing Board, Superintendent Jaeger, Mr. Malis, Ms. Anderson, Ms. Julie Valenzuela, Mr. David Humphreys, and Ms. Carol Tracy to mark the occasion.

C. Recognition of 2021-2022 Arizona Circle of Excellence Award Winner

Superintendent Jaeger asked Ms. Call to introduce the item.

Ms. Call stated she was so excited to have this award given to an Amphitheater administrator.

She asked Ms. Anderson to present the award. Ms. Anderson stated that every year at Cognia, they have a few awards they allow their members to vote on. One such award is for outstanding leadership in continuous improvement. The Cognia advisory members voted Innovation Academy principal, Michael McConnell as one of the recipients of the Arizona Circle of Excellence Award. Ms. Anderson spoke about Mr. McConnell's accomplishments and presented him with his award. She noted that he was officially honored at the Arizona Administrators Association conference earlier in the month, but she was happy to recognize him again in front of the Governing Board and his peers.

Dr. Baker presented Mr. McConnell with a certificate of recognition and asked if he would like to say anything. Mr. McConnell stated that he has been blessed with many opportunities over the last 28 years of his career and has been able to work with and for some amazing people.

A picture was taken with Mr. McConnell, Ms. Anderson, Ms. Call, the Governing Board, and Superintendent Jaeger.

D. Recognition of 2022 Tucson Metro Chamber Copper Cactus Social Impact Award Winner

Superintendent Jaeger asked Director of Communications, Michelle Valenzuela, to present this item.

Ms. Valenzuela asked Amphi Foundation Board members to come forward. She stated that the Amphi Foundation was recognized by the Tucson Metro Chamber for their contributions to the Tucson and Amphitheater community. Ms. Valenzuela introduced the Amphi Foundation's new Executive Director, Tim Kromer and also thanked Julie Charters for her work as acting Executive Director for months. Mr. Kromer thanked the Governing Board for recognizing the work of the Amphi Foundation for the last year. He commented that next year marks the Foundation's 40th year. Mr. Kromer introduced the Board members who were in attendance and stated he was excited to be working together in the future.

Dr. Baker and Ms. Zibrat presented the Amphi Foundation Board members with certificates of recognition. To mark the occasion, a picture was taken with the Amphi Foundation Board members, the Governing Board, and Superintendent Jaeger.

E. Presentation of Distinguished Service Awards

President Cox Golder asked Superintendent Jaeger to present the awards.

Superintendent Jaeger explained that each month during the school year, a certificated and a classified staff member are recognized with a Distinguished Service Award.

Superintendent Jaeger asked David Humphreys, Assistant Principal at Amphitheater High School, to present the December classified award recipient, John Apple, Lead Custodian at Amphitheater High School. Mr. Humphreys read the nomination.

A video presentation was shown honoring Mr. Apple for the work he has done in the District.

Dr. Baker asked Mr. Apple if he would like to share anything. Mr. Apple thanked everyone at Amphitheater High School including his coworkers and administrators.

Dr. Baker presented Mr. Apple with a certificate of recognition from the Governing Board, a Distinguished Service Award and a gift card donated by the Amphi Foundation.

Superintendent Jaeger invited Annette Orelup, Principal of Keeling Elementary School to come forward to introduce the December certificated employee, Distinguished Service Award winner, Ann McNew, ELD Teacher at Keeling Elementary School. Ms. Orelup read the nomination.

A video presentation was shown honoring Ms. McNew for the work she has done in the District.

Dr. Baker asked Ms. McNew if she would like to share anything. Ms. McNew introduced her son and her parents in the audience and shared how amazing the Keeling community is.

Dr. Baker presented Ms. Campbell with a certificate of recognition from the Governing Board, a Distinguished Service Award and a gift card donated by the Amphi Foundation.

A picture was taken with Mr. Apple, Ms. McNew, Mr. Humphreys, Ms. Orelup, the Governing Board, and Superintendent Jaeger to mark the occasion.

8. INFORMATION

A. Superintendent's Report

For the Superintendent's Report PowerPoint presentation see Exhibit 1.

Superintendent Jaeger began his report by sharing some pictures and highlighting recent events in the District.

He reported that the 2021-2022 Robotics Club at Rio Vista Elementary School won an international recognition at the GESS Education Awards in Dubai. Superintendent Jaeger congratulated the team for winning the "Best Use of STEAM Learning in the Classroom" award.

Superintendent Jaeger said "Life Beyond the Books", a non-profit organization that brings professionals to schools for life-skills education, visited Coronado K-8 School. He thanked the Amphi Foundation and the "Life Beyond Books" guests for showing Coronado eighth-graders basic life skills and some of the career opportunities they may be interested in pursuing now and in the future.

He talked about the Thanksgiving celebrations throughout the District. Photos showed a Friendsgiving lunch in the AP Stats class at Ironwood Ridge High School, the annual "Turkey Trot" at Innovation Academy, and a balloon parade for kindergarteners at Wilson K-8 School.

Superintendent Jaeger explained that Amphi, the District's favorite holiday elf, had been spotted at schools all over Amphi. Each school day, a photo of him is posted on Instagram and Facebook and followers are invited to guess his location. He stated that Amphi will make it to all of the schools before Winter Break. Photos showed him visiting Wilson K-8 School,

Amphitheater Middle School, Keeling Elementary School and Copper Creek Elementary School. Superintendent Jaeger thanked the Amphi Foundation for organizing the annual Amphi food drive. He reported that each year, high school student councils join other partners to collect food donations for the drive. The Foundation had enough donations to fill all referrals and requests that were received, and over 1,000 cans were delivered to the food pantry at Amphitheater Middle School. He said this is truly a District and community-wide effort and expressed his appreciation to everyone who participated.

B. Status of Construction Projects

For the Status of Construction Projects Report see Exhibit 2.

Superintendent Jaeger invited Mr. LaNasa give an update on the construction projects in the District. Mr. Lasa shared some photos and highlighted some current and completed projects.

Amphitheater High School (AHS) Bond projects include fire alarm conduit and device relocation, public address (PA) system and football field lighting upgrades, 100/200 wing classroom lighting, west campus and fine arts building security fence, 700 wing Heating, Ventilation, Air Conditioning (HVAC) replacement and small gym electrical infrastructure and campus access control improvements. Central plant (CP) # 1 pump replacement has been ordered. Elementary and Secondary School Emergency Relief (ESSER) projects include HVAC improvements to the student center/bookstore, and classroom fan coil replacements in the 100 and 200 wing. Arizona School Facilities Oversight Board (SFOB) projects include the CP #2 and #3 hot water line replacement, building DN evaporative cooler to air conditioning (AC) conversion, and phase I east campus, and phase II west campus roof assessments. Upcoming projects include classrooms 415/416/417 floor repairs during winter break, and summer 2023 will include the 300 wing structural repairs construction project.

Canyon del Oro High School (CDO) Bond projects include building BN HVAC and administrative building access controls improvements, installation of drinking fountain/bottle fillers and the main central plant renovation. Additional projects include improvements to handicapped access at the varsity softball field and fine arts VFD replacement. Concrete sidewalk and seat wall replacement will be done over winter break. ESSER projects include building BN HVAC improvements. SFOB projects include phase I west campus and phase II east campus weatherization assessment, and the north gym evaporative cooler to air conditioning conversion.

Ironwood Ridge High School (IRHS) Bond projects include the irrigation well design, installation of drinking fountain/bottle fillers, building A access control and library lecture hall improvements. Building A walk off carpet restoration and replacement will be done over winter break. ESSER projects include the CP chiller replacement. SFOB projects include weatherization of the academic buildings and mold remediation and restoration to the lecture hall.

Amphitheater Middle School (AMS) Bond projects include the installation of administration office access controls. ESSER projects include building 300 HVAC improvements.

Copper Creek Elementary School Bond projects include the installation of drinking fountain/bottle fillers. Administration office access controls, HVAC fan coil, and exterior painting of the bus loop shade structure and building have been completed. SFOB projects include the MPR roof replacement.

Coronado K-8 School Bond projects include the new marquee electrical infrastructure, building F roof repairs, boys and girls locker room HVAC improvements, installation of administration office access controls, and the CP chilled water pump and activity gym

entrance canopy replacement. ESSER projects include HVAC improvements to the boys and girls locker rooms.

Cross Middle School Bond projects include the installation of drinking fountain/bottle fillers. The administration office access controls installation is complete. ESSER projects include building 600 HVAC improvements. SFOB projects include the roof replacement to the 100, 200, 300, 400, 500, MPR and administration buildings. The 600 and 700 buildings roof replacement has been completed.

Donaldson Elementary School Bond projects include the installation of drinking fountain/bottle fillers, and campus and administration office access controls.

Harelson Elementary School Bond projects include the installation of administration office and campus access controls. ESSER projects include building A HVAC improvements.

Holaway Elementary School Bond projects include the single point of entry at the front office.

Innovation Academy Bond projects include the installation of administration office access controls and campus HVAC evaluation.

Keeling Elementary School Bond projects include building A HVAC replacement, and the installation of campus HVAC controls. Installation of administration office access controls has been completed. ESSER projects include buildings D, E and F HVAC improvements.

La Cima Middle School Bond projects include the installation of administration office and campus access controls. ESSER projects include the central plant chiller replacement. SFOB projects include the campus weatherization assessment.

Mesa Verde Elementary School Bond projects include the installation of administration office access controls and drinking fountain/bottle fillers. ESSER projects include buildings C and F HVAC improvements. SFOB projects include the campus roof replacement.

Nash Elementary School Bond projects include exterior painting and site improvements. ESSER projects include building I HVAC improvements.

Painted Sky Elementary School Bond projects include the installation of drinking fountain/bottle fillers and building A painting and carpet replacement. ESSER projects include the HVAC replacement for classrooms 114, 115 and 116. SFOB projects include the fire alarm replacement.

Prince Elementary School Bond projects include building C ductwork, flooring and lighting. ESSER projects include building C HVAC improvements. SFOB projects include the completion of the west wing and classroom 19 HVAC replacement.

Rillito Center Bond projects include the installation of administration office and campus access controls and security fence improvements.

Rio Vista Elementary School Bond projects include the installation of administration office and campus access controls. ESSER projects include building C multizone AC replacement.

Walker Elementary School Bond projects include the installation of drinking fountain/bottle fillers and chilled water pump replacement. ESSER projects include buildings B, C, D and E HVAC improvements.

Wilson K-8 School Bond projects include campus painting, central plant hot water pump, south MPR and locker room HVAC improvements. Installation of administration office access controls has been completed. ESSER projects include the CP cooling tower

replacements, and upgrades to the campus HVAC controls. SFOB projects include the MPR stage HVAC and campus building hot water line replacement, and the MPR roof assessment.

He offered to answer any questions. There were none.

President Cox Golder thanked him for his report.

9. PUBLIC COMMENT

President Cox Golder read the Call to the Audience procedures.

Tim Tarris is an Oro Valley resident who lives in the neighborhood adjacent to Canyon del Oro High School. He spoke about the Oro Valley Church of the Nazarene sharing a property line with CDO and their attempt to have their property rezoned for expansion of their facility. Mr. Tarris and the neighborhood group he is a part of, oppose the expansion for various reasons including congestion, noise, and traffic. He urged the Governing Board not to approve a parking agreement or a walking bridge between the church and the school district.

Arrika Barreras is a parent of three Amphi students. She spoke about the challenges faced by the educational community in the wake of the pandemic and some of the policies that were adopted during that time particularly the 50% grading policy. Ms. Barreras shared her daughter's experience with the policy and fears it causes students to lack accountability and incentive to complete all work in a timely manner. She also spoke about the possible long-term effects of this type of policy and the loss of student potential.

President Cox Golder called for a seven-minute break. The meeting resumed at 7:39 p.m.

10. CONSENT AGENDA

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

[Amphitheater Public Schools Public View - BoardBook Premier](#)

President Cox Golder asked if any items needed to be removed for further discussion. There were none.

Vice President Day moved for Consent Agenda Items A.-R. be approved as presented. Ms. Zibrat seconded the motion. Voice vote in favor – 4. President Cox Golder, Vice President Day, Dr. Baker, and Ms. Zibrat. Opposed – 0. Consent Agenda Items A.-R. passed.

A. Approval of Appointment of Administrative Personnel

Administrative personnel appointments were approved as listed in Exhibit 3.

B. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 4.

C. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 5.

D. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 6.

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

Separations and terminations were approved as listed in Exhibit 7.

F. Approval of Stipend for Coaching Volunteers

Stipend for Coaching Volunteers were approved as listed in Exhibit 8.

G. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the November 15, 2022 meeting as submitted in Exhibit 9.

H. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,774,222.96

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 10.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1158	\$535,273.55	1159	\$432,174.77	1160	\$173,078.62
1161	\$263,351.79	1162	\$495.85	1163	\$1,168.17
1166	\$341,890.00	1167	\$60,027.00	1169	\$959.70
1175	\$120,000.54	1168	\$101,343.84	1170	\$64,151.60
1171	\$100,167.38	1172	\$33,069.00	1174	\$610,328.02
1176	\$2,207.67	1177	\$89,993.97	1178	\$58,630.76
1179	\$88,703.95	1183	\$159,804.85	1184	\$536,467.78
1185	\$934.15				

I. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 11.

J. Approval of Parent Support Organization(s) - 2022-2023

The Governing Board approved IRHS Cross Country and Track Field and IRHS Softball Booster for the 2022-2023 school year as submitted in Exhibit 12.

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

The Governing Board approved Disposal of Surplus Property via PublicSurplus.com.

L. Authorization to Establish a Bank Account for Payroll Clearing

The Governing Board approved Authorization to Establish a Bank Account for Payroll Clearing as submitted in Exhibit 13.

M. Approval of the 2022-2023 District 301 Plan

The Governing Board approved the 2022-2023 District 301 Plan as submitted in Exhibit 14.

N. Approval of New Courses for the 2023-2024 School Year

The Governing Board approved New Courses for the 2023-2024 School Year.

O. Approval of 2023-2024 Governing Board Meeting Schedule

The Governing Board approved 2023-2024 Governing Board Meeting Schedule as submitted in Exhibit 15.

P. Approval of School Facilities Oversight Board (SFOB) Grant for La Cima Middle School Roof Assessment

The Governing Board approved School Facilities Oversight Board (SFOB) Grant for La Cima Middle School Roof Assessment as submitted in Exhibit 16.

Q. Approval of School Facilities Oversight Board (SFOB) Grant for Rillito Center Swimming Pool HVAC Repair

The Governing Board approved School Facilities Oversight Board (SFOB) Grant for Rillito Center Swimming Pool HVAC Repair as submitted in Exhibit 17.

R. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as submitted in Exhibit 18.

11. STUDY

A. Study of Proposed Recommendations Developed through the Meet and Confer Process for:

1. **Revisions to Governing Board Policy GDL (Support Staff Workload)**
2. **Adding Regulation GDL-R and Annual Training of Supervisors to Address Working Condition Concerns Raised by Support Staff Employees**
3. **Revisions to Governing Board Policy GCCA (Professional Staff Sick Leave)**
4. **Revisions to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers and Recommendation to Continue It as a Pilot Program in FY 22-23**
5. **Revisions to Regulation GCK-R (Professional Staff Assignments and Transfers)**
6. **Revisions to Governing Board Policy GCCH (Professional/Support Staff Bereavement Leave)**
7. **Adding District Regulation GCCH-R**

For the PowerPoint presentation of the Study of Proposed Recommendations Developed through the Meet and Confer Process see Exhibit 19.

Superintendent Jaeger stated he was pleased that the meet and confer teams have quickly completed the process and have made a recommendation. He advised the Governing Board this item is for study only at this time and will be brought back to the Governing Board in the future for their approval. He asked Ms. Tong to talk in greater detail about the process.

Ms. Tong thanked both meet and confer teams, especially the facilitators Tassi Call and Chris Gutierrez. She gave a timeline of the process, which began on October 6, 2022 and concluded on November 30, 2022.

Ms. Tong gave an overview of the policy revisions by the support staff committee, professional and certificated committee and the joint committee. The support staff committee made revision recommendations to Policy GDL and implementation of Regulation GDL-R and requested supervisor training from human resources. She said the professional/certificated committee proposed revisions to Policy GCCH and Regulation GCK-R, and to the pilot leave buy-back program for classroom teachers. The joint committee proposed revisions to Policy GCCH and a new Regulation GCCH-R.

Ms. Tong reported that responses from the support staff pre-policy survey, reflected employee burnout and having to cover responsibilities of vacant positions was a primary concern. The committee reviewed information and data presented by human resources and discussed options to address this concern.

Ms. Tong said the professional/certificated committee pre-policy survey, revealed a concern about the sick leave policy. The committee researched the history of the sick leave policy and recommend revisions be made to Policy GCCH and the pilot program to clarify the number of sick leave days that teachers accrue per year and the accrual rate for those days. They also recommend changes to pilot program to make processing leave buy-back easier at the end of the year and extending it for another year to confirm it is budget neutral. Additionally, the committee reviewed the voluntary transfer process, and recommended that teachers be permitted to apply for a voluntary transfer using the District's online applicant tracking system until May 15th. They also recommend voluntary transfers be allowed to occur between May 15 and June 30 if both principals agree after a conversation occurs between the principals and the teacher.

Ms. Tong talked about the joint committee recommendations for bereavement leave. The committee reviewed the policy and recommended some changes to clarify terms in Policy GCCH. They also proposed a new regulation to address the personnel action request recommendation and to clarify the procedure for employees to request bereavement leave.

Ms. Tong reviewed the results of the joint survey of employees, concerning the proposed recommendations. She said 94.3% of the responses agreed with the recommendations. Ms. Tong reported 36 employees commented about the policy recommendations and all comments have been provided to the Governing Board. She stated the common themes in these comments were: concerns that the classroom teacher leave buy-back program was hard to understand last year, and concerns that there are limits on when additional paid days are permitted for bereavement.

Ms. Tong recapped that this information was provided to the Governing Board for study, and if there are no requested revisions, these policy changes will be brought back to the Governing Board for approval. There were no revisions requested by the Governing Board.

12. STUDY/ACTION

A. Approval to Increase Pay Rates for Classified Employees Effective January 1, 2023 for Compliance with Arizona's Minimum Wage Laws

For the PowerPoint presentation of the Approval to Increase Pay Rates for Classified Employees Effective January 1, 2023 for Compliance with Arizona's Minimum Wage Laws see Exhibit 20.

Superintendent Jaeger stated that Ms. Tong will present an item with extensive history of minimum wage increases over the years including one set to take effect on January 1, 2023. He said it was important to act at this meeting as the increase will take place prior to the next Governing Board meeting.

Ms. Tong noted that there is detailed information in the actual Governing Board item, and she gave an overview. She shared a slide with the list of the minimum wage increases as a result of Proposition 206 beginning in 2017. Ms. Tong noted that if the District only increased the wages of those making less than the new minimum wage, it would affect pay levels 1-5 which includes 77% of the classified staff. She reported that most neighboring school districts have approved minimum wage increases above the state minimum, with a mean minimum wage of \$14.00 per hour. Ms. Tong stated it is difficult to stay competitive and keep positions filled when the wage equals the state minimum.

Ms. Tong spoke about the issue of compression when only raising positions to the new minimum wage. She reiterated what the Governing Board approved last year in response to wage compression. Ms. Tong stated that the recommendation for this year is to start pay level 1 positions at \$14.00 per hour and add small increases to pay levels 2-10. Pay levels 11-14 would not experience a wage increase. Ms. Tong explained this method creates a greater differential between pay levels and shared various pros and cons to moving forward with this recommendation.

Superintendent Jaeger noted that even though the minimum wage has been increased several times due to Prop 206, the state legislature has provided no funding to implement these increases.

Vice President Day made a motion to approve the proposed increase to base wages for eligible classified (hourly) employees to become effective at the beginning of pay period 14, which starts December 25, 2022. Dr. Baker seconded the motion. There was no discussion. Voice vote in favor - 4: President Cox Golder, Vice President Day, Dr. Baker, and Ms. Zibrat Opposed - 0. The Governing Board approved the Increase to Pay Rates For Classified Employees effective December 25, 2022 in compliance with Arizona's Minimum Wage Laws.

B. Study and Approval of the Revised Expenditure Budget #1 for Fiscal Year 2022-2023

Superintendent Jaeger explained that because of the complexities of the state budget processes, revisions typically have to be presented several times during the year. He asked Mr. Little to explain this latest revision.

Mr. Little stated that Arizona Revised Statutes require that school districts revise their budgets

for previous year's carryovers, and interest earnings. He noted that the revision reflects an increase of approximately 200 students over projections. Mr. Little stated the carry forwards in interest have also been adopted.

He offered to answer any questions.

President Cox Golder asked where the enrollment growth seemed to be coming from.

Mr. Little stated that the enrollment gains are mostly at the high school level.

Vice President Day made a motion to approve the Revised Expenditure Budget #1 for Fiscal Year 2022-2023. Ms. Zibrat seconded the motion. There was no discussion. Voice vote in favor - 4: President Cox Golder, Vice President Day, Dr. Baker, and Ms. Zibrat Opposed - 0. The Governing Board approved the Revised Expenditure Budget #1 for Fiscal Year 2022-2023.

13. PUBLIC COMMENT

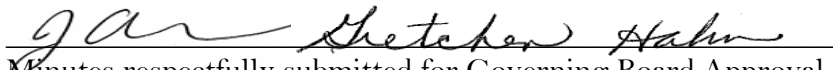
There was no public comment.

14. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

15. ADJOURNMENT

President Cox Golder moved to adjourn. Vice President Day seconded the motion. There was no discussion. Voice vote in favor - 4. President Cox Golder, Vice President Day, Dr. Baker, and Ms. Zibrat. Opposed - 0. The meeting adjourned at 8:12 p.m.


Minutes respectfully submitted for Governing Board Approval
Jennifer Anderson, Executive Assistant to the Superintendent & Governing Board
Gretchen Hahn, Secretary III, Governing Board Office

January 9, 2023

Date

Vicki Cox Golder, Governing Board President

January 10, 2023

Date



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

DATE OF MEETING: **January 10, 2023**

TITLE: **Approval of Vouchers Totaling and Not Exceeding Approximately \$4,939,393.50
(Final Total)**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: January 9, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 10, 2023

TITLE: Acceptance of Gifts

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: January 4, 2023

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations List		
Gifts and Donations	Exhibit	01-10-23
1 HP LaserJet Printer	Harelson PTO	Harelson Elementary School
Ck in the amount \$301.03	Casas Adobes Congregational Church	Keeling Elementary School
Ck in the amount \$150.00	Tucson Children's Museum	Walker Elementary School
Ck in the amount \$31.05	Coca Cola Give	Wilson K-8 School
Ck in the amount \$5,000.00	Judith Browning	Canyon del Oro High School
Ck in the amount \$600.00	Faith Salzgeber	Other
Ck in the amount \$1,090.00	Westat	Keeling Elementary School
Ck in the amount \$550.00	Northwest Community Friends Church	La Cima Middle School
Ck in the amount \$4,514.66	Painted Sky PTO	Painted Sky Elementary School
Ck in the amount \$9,438.53	Copper Creek PTO	Copper Creek Elementary School
Ck in the amount \$600.00	Tucson Desert Harmony	Amphitheater High School
Ck in the amount \$50.00	Tucson Desert Harmony	Amphitheater High School
Ck in the amount \$7,591.81	Amphi Foundation	Keeling, CDO & IRHS



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

DATE OF MEETING: January 10, 2023

TITLE: Receipt of October and November 2022 Report on School Auxiliary and Club Balances

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: December 27, 2022

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending October 31, 2022**

Beginning Balance	\$ 3,520,135.60
Plus Deposits	236,120.51
Less Disbursements	<u>(323,496.83)</u>
Ending Book Balance For All Schools	<u><u>\$3,432,759.28</u></u>
Outstanding Deposits	(230,795.56)
Outstanding Checks	<u>159,308.86</u>
Ending Bank Balance For All Schools	<u><u>\$3,361,272.58</u></u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending October 31, 2022**

Beginning Balance	\$713,643.00
Plus Deposits	67,103.75
Less Disbursements	<u>(43,163.56)</u>
Ending Book Balance For All Schools	<u>\$737,583.19</u>
Outstanding Deposits	\$ (11,566.35)
Outstanding Checks	<u>15,396.39</u>
Ending Bank Balance For All Schools	<u>\$741,413.23</u>

Amphitheater Public School District #10

Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2022

Amphi Middle School

Student Gov't	3,804.87
AVID	354.50
Culture Exchange	146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
Amphi Middle School Total	\$ 9,327.87

Copper Creek Elementary

Student Council	2,672.26
Accelerated Reader Club	845.33
Turquoise Times	32.28
Copper Creek Total	\$ 3,549.87

Coronado K-8 Schools

Elementary Student Council	4,858.12
Middle School Student Council	1,715.08
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	1,191.56
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	3,074.82
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
Coronado Total	\$ 25,161.16

Cross Middle School

Student Council	6,708.51
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,944.15
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	1,783.38
Cross Middle School Total	\$ 28,758.85

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2022**

<u>Donaldson Elementary</u>	
Student Council	1,374.34
Donaldson Total	\$ 1,374.34
<u>Harelson Elementary</u>	
Student Council	921.23
5th Grade Activities	125.36
Track	307.65
Harelson Total	\$ 1,354.24
<u>Holaway Elementary</u>	
Student Council	856.24
Holaway Total	\$ 856.24
<u>Innovation Academy</u>	
Student Council	771.41
Algebra Club	1,161.92
Entrepreneur Club	43.90
Odyssey of the Mind	8,664.25
Innovation Academy Total	\$ 10,641.48
<u>Keeling Elementary</u>	
Student Council	930.71
Keeling Total	\$ 930.71
<u>La Cima Middle School</u>	
Student Council	8,115.44
NJHS	805.40
La Cima Total	\$ 8,920.84
<u>Mesa Verde Elementary</u>	
Student Council	4,616.31
Mesa Verde Total	\$ 4,616.31
<u>Nash Elementary</u>	
Student Council	1,634.36
Nash Total	\$ 1,634.36
<u>Painted Sky Elementary</u>	
Student Council	2,851.11
Nature Shop	929.20
Orchestra	304.74
Band	344.45
Chorus	653.42
Milers	946.75
OM	951.79
Bagel & Books	-
Sign Language	126.00
Algebra	-
Yoga	-
NEHS	921.14
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
Painted Sky Total	\$ 8,381.45

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending October 31, 2022**

Prince Elementary

Student Council	760.97
Prince Total	\$ 760.97

Rio Vista Elementary

Student Council	461.67
Rio Vista Total	\$ 461.67

Walker

Student Council	1,656.04
Fitness Fanatics	257.90
Odyssey of the Mind	223.72
Walker Total	\$ 2,137.66

Wilson

Student Council	6,750.72
Algebra Club	473.77
Archery Club	1,420.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	867.22
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,839.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	2,688.27
Wilson Total	\$ 25,715.26

Total K-8 Club Balances **\$ 134,583.28**

Plus: Outstanding Checks	799.96
Less: Outstanding Deposits (Inc CC's)	(1,676.97)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

Bank Balance **\$ 133,706.27**

Sweep Account	\$ 133,706.27
	0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2022**

1001 Student Council	\$ 15,892.06	1470 Soccer -Girls	\$ 116.76
1035 Art Club	920.01	1480 Link Crew	-
1070 Band Club	179.46	1520 Media Club	1,223.37
1080 Baseball	5,098.59	1560 National Honor Society	436.17
1085 Golf -Boys	-	1590 Odyssey of the Mind	876.16
1110 Basketball -Girls	1,106.41	1600 Orchestra Club	1,006.17
1113 Drama Club	1,624.82	1630 Panther Popcorn	2,423.03
1115 Choir Club	2,289.43	1730 ASL Club	3,349.88
1120 AVID Club	205.02	1744 Auto Skills USA Amphi Chapter	2,303.71
1128 Mt. Bike Club	533.26	1745 Soccer -Boys	112.82
1145 AHS Chess Club-GOT	20.00	1770 Softball Club	1,442.49
1172 Dance Club	77.43	1780 Spanish Club	1,462.67
1180 Basketball -Boys	3,007.00	1785 AHS Spiritlines	715.86
1200 Panther Partners Club	2,559.38	1790 Cross Country Club -Girls	521.89
1227 Yearbook Club	1,591.08	1795 Cross Country Club -Boys	-
1234 FFA Club	2,765.94	1803 HOSA Club	828.28
1235 FFA - Fair Checks	8,575.08	1830 Swim Club	1,220.19
1240 Fut Comp Scientists of AHS	207.20	1835 Tennis -Girls	11.72
1245 French Club	2,557.71	1840 Tennis -Boys	5.58
1255 Photo Club	4,108.41	1850 Tech Theater Club	380.68
1241 The Game Club	51.00	1860 Trackers - Track & Field Club	13.38
1265 Equality Club	564.00	1900 Volleyball -Girls	4,605.14
1280 Greenhouse Club	62.70	1905 Beach Volleyball	4,417.20
1290 Wrestling	448.45	1950 Bookstore Over/Short	0.50
1300 Football Club	7,466.65		
1310 Inter Act Club	1,419.25		
1350 Volleyball -Boys	109.35		

Amphi High School Total Clubs \$ 90,913.34

Plus: Outstanding Checks	3,857.60
Less: Outstanding Deposits (Inc CC's)	(1,878.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u><u>\$ 92,892.94</u></u>

Sweep Account \$ 92,892.94
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2022**

1001 Student Council	\$ 43,909.66	1300 Football Club	\$ 4,521.16
1020 Academic Decathlon	7,014.01	1345 Take-A-Hike Club	133.18
1031 Black Excellence Student Union	45.50	1350 Volleyball -Boys	(1,212.54)
1033 Awareness	55.00	1400 HOSA-Bio Science	408.58
1034 AM Art Club	203.00	1420 IB Club	259.47
1050 Amphi All-Stars Club/Special Olympics	472.84	1470 Soccer -Girls	-
1060 Asian American Cultural Society	-	1472 Latino Student Union	-
1070 Band Club	1,375.00	1480 Link Crew	2,235.11
1081 Be Kind /Ben's Bell Club	465.64	1530 Model United Nations	208.84
1083 Biology Club	1,513.55	1560 National Honor Society	1,951.61
1084 Bowling Club	386.34	1575 United Native Nations	-
1085 Golf -Boys	13,477.35	1590 Odyssey of the Mind	8,651.74
1110 Basketball -Girls	7,200.52	1600 Orchestra Club	3,509.55
1111 Book Club	20.62	1640 Ping Pong	-
1113 Drama Club	3,090.37	1650 Psychology Club	28.00
1115 Choir	6,240.34	1710 Math Club	205.72
1118 Engineering Club	677.59	1740 Sign Language Club	1.47
1128 Mountain Bike	-	1742 Senior Spirit Squad	333.69
1140 Chemistry Club	398.13	1743 Skills USA Architecture	4,402.67
1145 Chess	75.00	1744 Skills USA Autos	6,620.11
1150 Culinary Arts/FCCLA	3,992.91	1745 Soccer -Boys	2,327.60
1155 Catering	12,178.85	1755 Society	-
1172 Dance	10,487.47	1770 Softball Club	11,515.35
1180 Basketball -Boys	2.66	1780 Spanish Club	811.68
1200 Dream Team	4,264.48	1785 Spiritline/ Cheer	14,695.21
1220 Girls Who Code Club	-	1790 Cross Country	4,593.24
1224 Entrepreneurship Club	1,051.00	1800 Sports Medicine- HOSA	3,669.12
1225 Environmentalist Club	513.40	1830 Swim Club	-
1226 Early Childhood	5,660.51	1835 Tennis -Girls	546.66
1227 Yearbook	8,708.00	1840 Tennis -Boys	5,630.58
1230 FCA Club	-	1860 Track & Field Club	12,175.29
1245 French Club	126.76	1865 TRI-M Club	831.48
1250 FBLA	55.00	1880 Unicycle	-
1254 Fashion Photography	26.00	1905 Volleyball -Beach	7,156.42
1255 Photography Club	3,399.17	1950 Bookstore Over/Short	-
1267 LGBTQ+	266.62		
1270 German Club	756.36		
1280 Golf -Girls	-		
1290 Wrestling	10,990.29		

CDO High School Total Clubs	\$ 245,310.93
Plus: Outstanding Checks	3,429.93
Less: Outstanding Deposits (Inc CC's)	(4,851.67)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 243,889.19

Sweep Account \$ 243,889.19
0.00

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending October 31, 2022**

1001 Student Council	\$ 28,223.61	1530 Model United Nations	6,541.24
1035 Art Club	2,054.43	1560 National Honor Society	4,563.44
1040 Photography/Skills USA	-	1590 Odyssey of the Mind	-
1070 Band Club	915.51	1595 Japanese	305.87
1075 Cares for Kids	212.37	1600 Orchestra Club	3.75
1080 Baseball	1,807.71	1630 Journalism	8,326.17
1085 Golf -Boys	2,011.16	1700 Club Green	1,694.49
1095 Ridge Audio	428.44	1720 Athletic Club	11.14
1110 Basketball -Girls	417.78	1740 Sign Language	399.00
1113 Drama	120.96	1745 Soccer -Boys	10,295.06
1115 Choir	3,628.31	1750 Robotics Club	3,195.73
1150 Culinary Arts	2,341.23	1770 Softball Club	230.01
1172 Pomline	13,536.44	1780 Spanish Club	-
1180 Basketball -Boys	3,622.03	1785 Spirit-Cheer Club	12,782.72
1203 Pop till you Drop	368.91	1790 Cross Country	906.13
1215 Animal Club	-	1800 Sports Medicine	1,562.31
1227 Yearbook	34,109.96	1830 Swim Club	10,293.43
1230 FCA-Fellowship Christian Ath	-	1835 Tennis -Girls	1,164.25
1245 French	1,325.40	1840 Tennis -Boys	5,475.79
1255 Film	1,301.93	1850 Tech Theater Club	1,209.94
1260 Gaming	114.95	1860 Track & Field Club	-
1265 Q Club	399.57	1900 Volleyball -Girls	24,108.70
1275 Golf -Girls	51.33	1905 Volleyball -Beach	9,458.07
1285 History/Travel	1,235.69	1910 So. AZ Veterans Heritage Club	2,437.91
1290 Wrestling	1,153.12	1940 Young Life	15.00
1300 Football	39,446.26	1950 Bookstore Over/Short	-
1350 Volleyball -Boys	10,621.84		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	615.63		
1470 Soccer -Girls	8,321.77		

IRHS School Total Clubs	<u>\$ 266,775.64</u>
Plus: Outstanding Checks	7,308.90
Less: Outstanding Deposits (Inc CC's)	(3,159.71)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u>\$ 270,924.83</u>

Sweep Account \$ 270,924.83
0.00

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending November 30, 2022**

Beginning Balance	\$ 3,432,759.28
Plus Deposits	162,121.27
Less Disbursements	<u>(173,799.75)</u>
Ending Book Balance For All Schools	<u><u>\$3,421,080.80</u></u>
Outstanding Deposits	(250,088.00)
Outstanding Checks	<u>103,895.56</u>
Ending Bank Balance For All Schools	<u><u>\$3,274,888.36</u></u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending November 30, 2022**

Beginning Balance	\$737,583.19
Plus Deposits	90,763.13
Less Disbursements	<u>(98,504.00)</u>
Ending Book Balance For All Schools	<u><u>\$729,842.32</u></u>
Outstanding Deposits	\$ (28,625.59)
Outstanding Checks	<u>69,252.51</u>
Ending Bank Balance For All Schools	<u><u>\$770,469.24</u></u>

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending November 30, 2022**

Amphi Middle School

Student Gov't	5,104.87
AVID	354.50
Culture Exchange	146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
Amphi Middle School Total	\$ 10,627.87

Copper Creek Elementary

Student Council	2,672.26
Accelerated Reader Club	845.33
Turquoise Times	32.28
Copper Creek Total	\$ 3,549.87

Coronado K-8 Schools

Elementary Student Council	4,858.12
Middle School Student Council	2,424.06
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	1,191.56
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	3,074.82
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
Coronado Total	\$ 25,870.14

Cross Middle School

Student Council	6,708.51
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,944.15
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	1,783.38
Cross Middle School Total	\$ 28,758.85

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending November 30, 2022**

<u>Donaldson Elementary</u>	
Student Council	1,413.59
Donaldson Total	\$ 1,413.59
<u>Harelson Elementary</u>	
Student Council	921.23
5th Grade Activities	125.36
Track	307.65
Harelson Total	\$ 1,354.24
<u>Holaway Elementary</u>	
Student Council	856.24
Holaway Total	\$ 856.24
<u>Innovation Academy</u>	
Student Council	571.41
Algebra Club	1,221.92
Entrepreneur Club	43.90
Odyssey of the Mind	8,709.25
Innovation Academy Total	\$ 10,546.48
<u>Keeling Elementary</u>	
Student Council	930.71
Keeling Total	\$ 930.71
<u>La Cima Middle School</u>	
Student Council	8,352.44
NJHS	805.40
La Cima Total	\$ 9,157.84
<u>Mesa Verde Elementary</u>	
Student Council	4,616.31
Mesa Verde Total	\$ 4,616.31
<u>Nash Elementary</u>	
Student Council	1,634.36
Nash Total	\$ 1,634.36
<u>Painted Sky Elementary</u>	
Student Council	2,841.11
Nature Shop	929.20
Orchestra	304.74
Band	344.45
Chorus	653.42
Milers	971.75
OM	951.79
Bagel & Books	-
Sign Language	126.00
Algebra	-
Yoga	-
NEHS	921.14
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
Painted Sky Total	\$ 8,396.45

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending November 30, 2022**

Prince Elementary

Student Council	760.97
Prince Total	\$ 760.97

Rio Vista Elementary

Student Council	461.67
Rio Vista Total	\$ 461.67

Walker

Student Council	1,656.04
Fitness Fanatics	257.90
Odyssey of the Mind	223.72
Walker Total	\$ 2,137.66

Wilson

Student Council	9,195.72
Algebra Club	473.77
Archery Club	1,470.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	867.22
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,839.26
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	2,688.27
Wilson Total	\$ 28,210.26

Total K-8 Club Balances **\$ 139,283.51**

Plus: Outstanding Checks	200.00
Less: Outstanding Deposits (Inc CC's)	(455.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

Bank Balance **\$ 139,028.51**

Sweep Account \$ 139,028.51
0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending November 30, 2022**

1001 Student Council	\$ 15,236.83	1470 Soccer -Girls	\$ 116.76
1035 Art Club	920.01	1480 Link Crew	-
1070 Band Club	179.46	1520 Media Club	1,223.37
1080 Baseball	5,098.59	1560 National Honor Society	247.61
1085 Golf -Boys	-	1590 Odyssey of the Mind	876.16
1110 Basketball -Girls	1,106.41	1600 Orchestra Club	1,006.17
1113 Drama Club	1,624.82	1630 Panther Popcorn	2,189.89
1115 Choir Club	2,289.43	1730 ASL Club	3,017.37
1120 AVID Club	384.12	1744 Auto Skills USA Amphi Chapter	2,303.71
1128 Mt. Bike Club	533.26	1745 Soccer -Boys	112.82
1145 AHS Chess Club-GOT	20.00	1770 Softball Club	1,053.08
1172 Dance Club	77.43	1780 Spanish Club	1,462.67
1180 Basketball -Boys	3,337.00	1785 AHS Spiritlines	2,230.31
1200 Panther Partners Club	2,316.22	1790 Cross Country Club -Girls	1,123.53
1227 Yearbook Club	1,555.44	1795 Cross Country Club -Boys	-
1234 FFA Club	2,797.87	1803 HOSA Club	593.28
1235 FFA - Fair Checks	16,075.08	1830 Swim Club	1,220.19
1240 Fut Comp Scientists of AHS	207.20	1835 Tennis -Girls	11.72
1245 French Club	2,557.71	1840 Tennis -Boys	5.58
1255 Photo Club	4,108.41	1850 Tech Theater Club	380.68
1241 The Game Club	51.00	1860 Trackers - Track & Field Club	13.38
1265 Equality Club	564.00	1900 Volleyball -Girls	4,289.32
1280 Greenhouse Club	62.70	1905 Beach Volleyball	4,417.20
1290 Wrestling	448.45	1950 Bookstore Over/Short	0.50
1300 Football Club	6,765.99		
1310 Inter Act Club	1,419.25		
1350 Volleyball -Boys	109.35		

Amphi High School Total Clubs \$ 97,741.33

Plus: Outstanding Checks	2,581.75
Less: Outstanding Deposits (Inc CC's)	(1,652.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	<u><u>\$ 98,671.08</u></u>

Sweep Account \$ 98,671.08
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending November 30, 2022**

1001 Student Council	\$ 65,677.90	1300 Football Club	\$ 4,521.16
1020 Academic Decathlon	9,271.83	1345 Take-A-Hike Club	133.18
1031 Black Excellence Student Union	45.50	1350 Volleyball -Boys	(1,212.54)
1033 Awareness	55.00	1400 HOSA-Bio Science	408.58
1034 AM Art Club	203.00	1420 IB Club	259.47
1050 Amphi All-Stars Club/Special Olympics	472.84	1470 Soccer -Girls	-
1060 Asian American Cultural Society	-	1472 Latino Student Union	-
1070 Band Club	1,375.00	1480 Link Crew	2,043.14
1081 Be Kind /Ben's Bell Club	465.64	1530 Model United Nations	208.84
1083 Biology Club	1,101.28	1560 National Honor Society	3,245.61
1084 Bowling Club	386.34	1575 United Native Nations	-
1085 Golf -Boys	13,477.35	1590 Odyssey of the Mind	8,651.74
1110 Basketball -Girls	16,047.10	1600 Orchestra Club	3,509.55
1111 Book Club	20.62	1640 Ping Pong	-
1113 Drama Club	6,797.17	1650 Psychology Club	28.00
1115 Choir	5,965.30	1710 Math Club	205.72
1118 Engineering Club	677.59	1740 Sign Language Club	1.47
1128 Mountain Bike	-	1742 Senior Spirit Squad	333.69
1140 Chemistry Club	398.13	1743 Skills USA Architecture	3,679.82
1145 Chess	575.00	1744 Skills USA Autos	6,720.11
1150 Culinary Arts/FCCLA	3,992.91	1745 Soccer -Boys	2,327.60
1155 Catering	11,952.65	1755 Society	-
1172 Dance	11,067.92	1770 Softball Club	11,515.35
1180 Basketball -Boys	2.66	1780 Spanish Club	811.68
1200 Dream Team	4,908.50	1785 Spiritline/ Cheer	19,708.97
1220 Girls Who Code Club	-	1790 Cross Country	3,735.35
1224 Entrepreneurship Club	1,099.00	1800 Sports Medicine- HOSA	3,669.12
1225 Environmentalist Club	513.40	1830 Swim Club	-
1226 Early Childhood	5,660.51	1835 Tennis -Girls	546.66
1227 Yearbook	7,888.18	1840 Tennis -Boys	5,630.58
1230 FCA Club	-	1860 Track & Field Club	12,175.29
1245 French Club	126.76	1865 TRI-M Club	831.48
1250 FBLA	55.00	1880 Unicycle	-
1254 Fashion Photography	26.00	1905 Volleyball -Beach	7,156.42
1255 Photography Club	3,531.17	1950 Bookstore Over/Short	-
1267 LGBTQ+	266.62		
1270 German Club	756.36		
1280 Golf -Girls	-		
1290 Wrestling	10,990.29		

CDO High School Total Clubs **\$ 286,696.56**

Plus: Outstanding Checks	8,377.85
Less: Outstanding Deposits (Inc CC's)	(24,006.59)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 271,067.82

Sweep Account \$ 271,067.82
0.00

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending November 30, 2022**

1001 Student Council	\$ 25,628.36	1530 Model United Nations	6,681.24
1035 Art Club	2,054.43	1560 National Honor Society	4,258.10
1040 Photography/Skills USA	-	1590 Odyssey of the Mind	-
1070 Band Club	915.51	1595 Japanese	311.87
1075 Cares for Kids	212.37	1600 Orchestra Club	3.75
1080 Baseball	1,807.71	1630 Journalism	7,876.17
1085 Golf -Boys	3,011.16	1700 Club Green	1,694.49
1095 Ridge Audio	428.44	1720 Athletic Club	11.14
1110 Basketball -Girls	417.78	1740 Sign Language	399.00
1113 Drama	120.96	1745 Soccer -Boys	6,763.40
1115 Choir	3,628.31	1750 Robotics Club	3,122.23
1150 Culinary Arts	2,060.03	1770 Softball Club	230.01
1172 Pomline	13,536.44	1780 Spanish Club	-
1180 Basketball -Boys	3,622.03	1785 Spirit-Cheer Club	4,632.72
1203 Pop till you Drop	491.16	1790 Cross Country	906.13
1215 Animal Club	-	1800 Sports Medicine	1,424.16
1227 Yearbook	22,001.09	1830 Swim Club	7,005.32
1230 FCA-Fellowship Christian Ath	-	1835 Tennis -Girls	1,164.25
1245 French	1,325.40	1840 Tennis -Boys	5,475.79
1255 Film	1,301.93	1850 Tech Theater Club	1,209.94
1260 Gaming	114.95	1860 Track & Field Club	-
1265 Q Club	399.57	1900 Volleyball -Girls	20,210.38
1275 Golf -Girls	51.33	1905 Volleyball -Beach	9,458.07
1285 History/Travel	1,235.69	1910 So. AZ Veterans Heritage Club	2,937.91
1290 Wrestling	1,153.12	1940 Young Life	15.00
1300 Football	375.35	1950 Bookstore Over/Short	-
1350 Volleyball -Boys	10,621.84		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	1,046.47		
1470 Soccer -Girls	19,359.27		

IRHS School Total Clubs	\$ 206,120.92
Plus: Outstanding Checks	58,092.91
Less: Outstanding Deposits (Inc CC's)	(2,512.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 261,701.83

Sweep Account \$ 261,701.83
0.00



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

DATE OF MEETING: January 10, 2023

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 Mens Soccer Booster Club
Rio Vista FTO

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: January 4, 2023

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 Mens Soccer Booster Club School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 86-0763723

OFFICERS:

Name: Matt Buckwalter Name: Heather Stephens
Office Held: President Office Held: Treasurer
Address: _____ Address: _____

E-mail: _____ E-mail: _____
Phone(s): _____ Phone(s): _____
Date taking office: 01/21/22 Date taking office: 10/01/22

Name: Melinda Ferrall Name: Amanda Pegnam
Office Held: Vice President Office Held: Secretary
Address: _____ Address: _____

Phone(s): _____ Phone(s): _____
Date taking office: 10/01/22 Date taking office: 10/01/22

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? ~3x/season Executive meetings held how often? Monthly

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

Matt Buckwalter 09-Oct-2022 Amanda Pegnam 10/9/22
Signature Date Signature Date
Melinda Ferrall 10/9/22 Heather Stephens 10/15/22
Signature Date Signature Date
Site Administrator's Approval: Tara Buehl 10/28/22
Signature Date

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 1/10/23

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

School Year 2022 - 2023

Name of Organization Rio Vista FTO School Rio Vista Elementary

Related Student Organization or Club _____ Taxpayer I.D. 20-5742464

OFFICERS:

Name: <u>Elisabeth Michels</u>	Name: <u>Julio Estudillo</u>
Office Held: <u>President</u>	Office Held: <u>Treasurer</u>
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>09/07/22</u>	Date taking office: <u>09/07/22</u>
Name: <u>Dan Sennett</u>	Name: <u>Stephanie Estudillo</u>
Office Held: <u>Vice President</u>	Office Held: <u>Secretary</u>
Address: _____	Address: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>09/07/22</u>	Date taking office: <u>09/07/22</u>

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? MONTHLY

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

<u>Elisabeth Michels</u>	<u>9-7-22</u>	<u>[Signature]</u>	<u>9-7-22</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>9/7/22</u>	<u>Stephanie Estudillo</u>	<u>9/7/22</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>9/7/22</u>		
Signature	Date		

Site Administrator's Approval: [Signature] 9/7/22

For district use: Finance Department recommendation: approved
 Governing Board Agenda date: 11/10/22

OCT 18 '22 AM 7:41



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

DATE OF MEETING: January 10, 2023

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>
Cisco phones	46
Cisco Webattendant	2
Nikon Cameras	2
Sewing machine	1
Projectors	20
Laserjet printer	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:

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

Scott Little, Chief Financial Officer

Date: January 4, 2023

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

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 10, 2023

TITLE: Award of Contract for Holaway Elementary School Administrative Renovation - Based Upon Responses to Request for Bids (RFB) 12152022H

BACKGROUND:

Request for Bids 12152022H for the Administrative Renovation at Holaway Elementary School was posted for 24 days on both the Arizona Purchasing site on www.AZPurchasing.org and Amphitheater District site on www.amphi.com. This solicitation requested pricing for the Administrative Renovation. There were thirty-four vendors who downloaded the solicitation. Seven vendors attended the mandatory pre-bid meeting/site inspection. Four vendors responded with a bid. The lowest responsive net bid amount is \$98,530.00 listed below.

CONTRACTOR	NET BID AMOUNT
Llyod	\$ 180,067.75
Epic One Builders	\$ 125,597.00
Chasse Building Team	\$ 123,644.00
A5 Des+Con, LLC	\$ 98,530.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **A5 Des+Con, LLC** as determined by their responsive bid to RFB 12152022H for the Holaway Elementary School Administrative Renovation.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: January 4, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 10, 2023

TITLE: Award of Contract for Ironwood Ridge High School Weatherization Phase II-Based Upon Responses to Invitation for Bids (IFB) 12192022IR

BACKGROUND:

Invitation for Bids 12192022IR for the Ironwood Ridge High School Weatherization Phase II was posted for 28 days on both the Arizona Purchasing site on www.AZPurchasing.org and Amphitheater District site on www.amphi.com. Public notice of the bid was also published as required in *The Daily Territorial* newspaper during the bidding period. This solicitation requested pricing for the Weatherization Phase II. There were thirty-four vendors who downloaded the solicitation from www.AZPurchasing.org and/or www.amphi.com. Two vendors attended the mandatory pre-bid meeting/site inspection. Two vendors responded with a bid. The lowest responsive net bid amount is \$406,637.00 listed below.

CONTRACTOR	NET BID AMOUNT
LOR	\$ 676,000.00
Epic One Builders	\$ 406,637.00

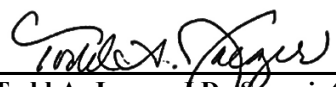
RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **Epic One Builders** as determined by their responsive bid to IFB 12192022IR for the Ironwood Ridge High School Weatherization Phase II project. The award for this project will be contingent upon approval of funding by the State of Arizona School Facilities Board.

INITIATED BY:


Scott Little, Chief Financial Officer

Date: January 4, 2023


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: January 10, 2023

TITLE: Award of Contract for Prince Elementary School Renovation Building “C”- Based Upon Responses to Request for Bids (RFB) 12132022

BACKGROUND:

Request for Bids 12132022 for Prince Elementary School Renovation Building “C” was posted for 34 days on both the Arizona Purchasing site on www.AZPurchasing.org and Amphitheater District site on www.amphi.com. This solicitation requested pricing for the Renovation to Building “C”. There were thirty vendors who downloaded the solicitation. Four vendors attended the mandatory pre-bid meeting/site inspection. Three vendors responded with a bid. The lowest responsive net bid amount is \$381,579.00 listed below.

CONTRACTOR	NET BID AMOUNT
Seller & Son’s	\$ 621,659.00
Chasse Building Team	\$ 555,916.00
Epic One Builders	\$ 381,579.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **Epic One Builders** as determined by their responsive bid to RFB 12132022 for the Prince Elementary School Renovation Building “C” project.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: January 4, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 10, 2023**

TITLE: **Approval of School Facilities Oversight Board (SFOB) Grant for Ironwood Ridge High School Classrooms and Library Mold Remediation**

BACKGROUND:

On November 19, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request to complete mold remediation in multiple classrooms and the library at Ironwood Ridge High School. The SFOB approved this grant request on December 6, 2022, in the amount of \$95,090.60.

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

Grant Number: BRG-CONST-02115

Grant Amount: \$95,090.60

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-CONST-02115 in the amount of \$95,090.60 to complete mold remediation in multiple classrooms and the Library at Ironwood Ridge High 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: December 28, 2022

Todd A. Jaeger, J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022

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

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

23. CERTIFICATION / AUTHORIZATION

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

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **January 10, 2023**

TITLE: Approval of School Facilities Oversight Board (SFOB) Grant for Ironwood Ridge High School Lecture Hall Mold Remediation

BACKGROUND:

On November 21, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request to complete mold remediation in the lecture hall at Ironwood Ridge High School. The SFOB approved this grant request on December 9, 2022, in the amount of \$21,250.76.

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

Grant Number: SFB-ERR-03534

Grant Amount: \$21,250.76

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number SFB-ERR-03534 in the amount of \$21,250.76 to complete mold remediation in the lecture hall at Ironwood Ridge High 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: December 28, 2022

Todd A. Jaeger, J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022

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

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

23. CERTIFICATION / AUTHORIZATION

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

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **January 10, 2023**

TITLE: **Approval of School Facilities Oversight Board (SFOB) Grant for La Cima Middle School Mold Remediation**

BACKGROUND:

On November 19, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request to complete mold remediation at La Cima Middle School. The SFOB approved this grant request on December 6, 2022, in the amount of \$38,179.64.

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

Grant Number: BRG-CONST-02118

Grant Amount: \$38,179.64

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-CONST-02118 in the amount of \$38,179.64 to complete mold remediation at La Cima Middle 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: December 28, 2022

Todd A. Jaeger, J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022

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

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

23. CERTIFICATION / AUTHORIZATION

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

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **January 10, 2023**

TITLE: **Approval of School Facilities Oversight Board (SFOB) Grant for Wilson K-8 School Design Services to Replace Underground Hot Water Pipes**

BACKGROUND:

On November 15, 2022, the District submitted a School Facilities Oversight Board (SFOB) Grant request for design services to replace the underground hot water pipes at Wilson K-8 School. The SFOB approved this grant request on January 5, 2023, in the amount of \$23,975.00.

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

Grant Number: BRG-DSGN-01128

Grant Amount: \$23,975.00

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFOB grant number BRG-DSGN-01128 in the amount of \$23,975.00 for design services to replace the underground hot water pipes 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: January 6, 2023

Todd A. Jaeger, J.D., Superintendent

DIVISION OF SCHOOL FACILITIES

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022

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

School District:

School:

eCivis Award/Contract ID Number:

Project Title:

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Division of School Facilities (DSF) from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §41-5732, §41-5701, and §41-5702.

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732 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 initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project may be considered to be abandoned if a purchase order has not been issued within four months of approval of funding. In such an instance, the project may be subject to administrative closeout and any monies awarded by the Division of School Facilities to the District may be returned to the fund.

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;
- c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable Division of School Facilities Performance Specifications;
- f. Any award based on an estimate is subject to the Division of School Facilities approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;
- g. The Division of School Facilities 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 the performance period of the project may result in the delay of payments until the issue is corrected;
- h. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.

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 Division of School Facilities, the District shall return the unspent monies to the Division of School Facilities.

3.3 UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.1.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the Division of School Facilities ('The Division' for the purposes of this Change Order is interchangeable with 'Division 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 Division of School Facilities 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.

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are limited to district funds, notwithstanding campus-wide required fire, life, safety systems.

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 the Division of School Facilities to proceed. The Change Order is not considered executed until signed by the Division of School Facilities. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without the Division of School Facilities approval, the Division of School Facilities 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 Division of School Facilities, and reimburse the Fund for

monies spent without proper authorization from the Division of School Facilities within thirty (30) days of being notified by the Division of School Facilities

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 Division of School Facilities as requested, and will cooperate with any evaluation of the grant and/or project as required by the Division of School Facilities. 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 Division of School Facilities 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 FINAL FINANCIAL REPORT AND PROJECT CLOSEOUT

The District shall complete a final financial report and project closeout for each project phase awarded before initiating an application for subsequent project phases. The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
- b. How the District spent the monies received from the Fund;
- c. The total cost of the project;
- 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. Projects as a result of weather-related or other insurable incidences shall be

initiated by an insurance claim and partnerships reported.

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, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

10. TERMINATION

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

23. CERTIFICATION / AUTHORIZATION

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

eCivis Award/Contract ID Number:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: January 10, 2023

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

BACKGROUND:

A.R.S. § 15-843(f) permits school district governing boards to provide “by policy or vote at its annual organizational meeting that all hearings concerning the expulsion of a pupil conducted pursuant to this section will be conducted before a hearing officer selected from a list of hearing officers approved by the governing board.”

Governing Board Policy JDK sets forth the process for student suspension hearings. A formal hearing with a hearing officer is required before a student may be suspended from school for more than ten (10) days.

Similarly, Policy JKE authorizes the Superintendent to present expulsion recommendations to a hearing officer selected from a list of hearing officers approved by the Board. The hearing officer appointed is responsible to hear evidence, prepare a record, and make a recommendation to the Governing Board about whether an expulsion is appropriate.

This agenda item provides the Governing Board with an opportunity to approve specific District administrative positions to serve as a hearing officer to preside over student suspension and expulsion hearings. Administration recommends the following positions, and the individuals working in those positions, be approved to serve as hearing officers for this purpose:

- Tassi Call, Associate Superintendent for Elementary Education,
- Matthew Munger, Associate Superintendent for Secondary Education,
- Michelle Tong, Associate to the Superintendent and General Counsel,
- Kristin McGraw, Executive Director of Student Services,
- Julie Valenzuela, Director of 21st Century Education,
- Elizabeth Jacome, Director of Curriculum and Assessment,
- Armando Soto, Director of Interscholastics, and
- Elizabeth Rusiecki, Equity and Safety Compliance Officer and Title IX Coordinator

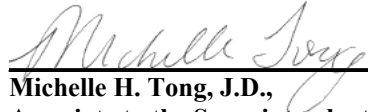
The Equity and Safety Compliance Officer and Title IX Coordinator will continue to serve as the principal hearing officer for student long-term suspension and/or expulsion hearings. However, there will be occasional conflicts of interest or times where additional hearing officers may be required. The above list of potential hearing officers permits the Superintendent to appoint an alternative hearing officer on these occasions. In this situation, a hearing will be assigned to the Associate to the Superintendent or to the Director of Interscholastics before any of the other positions.

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

RECOMMENDATION:

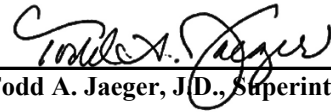
The administration recommends the Governing Board appoint the individuals listed above as a student discipline long-term suspension and expulsion hearing officers.

INITIATED BY:



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

Date: December 27, 2022



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **January 10, 2023**

TITLE: Approval of Intergovernmental Agreement with Pima Community College District Regarding the Upward Bound Program at Amphitheater High School Pursuant to A.R.S. §§ 11-952 and 15-342

BACKGROUND:

The District has had an intergovernmental agreement (IGA) in place with Pima Community College for the Upward Bound program since 2008. Upward Bound provides training, mentoring and enrichment for high school students who are academically and economically at risk with a focus on increasing their academic achievement and providing them with the skills and knowledge needed to graduate high school and to enter and succeed in college. Pima Community College offers Upward Bound to Amphitheater High School students through a grant from the Office of Postsecondary Education, U.S. Department of Education.

The Governing Board initially approved an IGA with Pima Community College for Upward Bound on April 22, 2008. It renewed the IGA on July 3, 2012 and again on October 7, 2017. Pima Community College proposes renewing the IGA again through May 31, 2027, with virtually identical terms, in order to continue Upward Bound at Amphitheater High School.

Counsel has reviewed and approved the proposed IGA. It is within the power and authority of the Amphitheater Governing Board to approve the IGA for signature by the Superintendent. Upward Bound is grant-funded so no funds will be exchanged incidental to this IGA.

RECOMMENDATION:

Administration recommends approval of the proposed IGA for the Upward Bound Program.

INITIATED BY:

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

Date: December 27, 2022

Todd A. Jaeger, J.D., Superintendent



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“**Agreement**”) is made by and between Pima County Community College District (“**College**”) and Amphitheater Public Schools (“**APS**”) effective as of June 1, 2022 (“**Effective Date**”). College and APS may be referred to herein individually as a Party (“**Party**”) and collectively as the Parties (“**Parties**”).

RECITALS

- I. College is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to the Arizona Revised Statutes (“**A.R.S.**”) §§ 11-952, 15-1401, and 15-1444;
- II. APS is a school district authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342(13);
- III. College has been awarded a Grant (“**Grant**”) from the Office of Postsecondary Education, U.S. Department of Education for the period of June 1, 2022 through May 31, 2027. The purpose of this Agreement is to establish the rights and responsibilities of the Parties for implementing the goals, objectives, and activities of College’s Upward Bound Program (“**Upward Bound**”);
- IV. APS desires College and College is willing and able to provide APS with certain curriculum and services in Upward Bound.

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NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **SCOPE OF WORK**

College’s Upward Bound will provide APS students with curriculum and instruction to increase academic achievement and provide students with the skills, knowledge, and motivation necessary to successfully graduate high school and beyond.

2. **TERM AND TERMINATION**

This Agreement shall be effective as of the Effective Date and shall remain in effect for five (5) years (“**Term**”). Either Party may terminate this Agreement for convenience with ninety (90) days written notice to the other Party. Either Party may immediately terminate this Agreement by providing written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice of such breach. This Agreement is contingent upon College receiving sufficient Grant funding and as such, College may terminate this Agreement if Grant funding is insufficient to cover this Agreement. Upon expiration or termination of this Agreement, the personal property used by the Parties under this Agreement shall remain the property of the purchasing Party.

3. **OBLIGATIONS OF COLLEGE**

College shall:

- A. Provide curriculum and instructional design, with advice and input from APS, for training of selected individuals identified by APS. All curriculum and instruction will remain under the sole control of College. Proposed services may include but are not limited to counseling, advisement, tutoring, summer programs, student workshops, parent workshops, dual enrollment, and field trips;
- B. Provide administrative support for all educational activities under this Agreement, including but not limited supervision, coordination, and direction to all appropriate instructional staff, faculty, and instructional aides;
- C. Manage all project funds and expenditures under this Agreement;
- D. Work with APS personnel to process and select applicants for Upward Bound;
- E. Coordinate with APS staff to monitor student progress, and if necessary, recommend interventions and adjust services based on student needs;
- F. Provide staff and faculty to mentor Upward Bound students;
- G. Provide Student Success Workshops on Saturdays during College’s academic year;
- H. Provide Student Success Workshops for six (6) weeks during the summer program;
- I. Engage with the community and local business to provide Upward Bound students career exploration and learning opportunities;
- J. Disperse stipends to Upward Bound students to incentivize full participation in the program and provide the opportunity to earn money through academic achievement and personal growth. The amount of the stipend will be relative to participation in Upward Bound and will be limited to \$20 per month during the academic year and \$40 per month during the summer program;
- K. Provide Upward Bound students access to necessary facilities as well as any other program and education related



facilities.

4. **OBLIGATIONS OF APS**

APS shall:

- A. Provide the necessary facilities, resources, and equipment to Upward Bound students;
- B. Allow College access to APS facilities in support of Upward Bound events;
- C. Promote and market Upward Bound;
- D. Work with College personnel to process and select applicants for Upward Bound;
- E. Support Upward Bounds taking place at APS facilities;
- F. Collaborate with College to integrate Upward Bound into APS's counseling program to identify potentially eligible students;
- G. Designate a APS employee to serve as liaison with College.

5. **SCOPE OF THE RELATIONSHIP**

The Parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between College and APS and nothing in this Agreement will be construed to authorize either Party to act as agent for the other.

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6. **INDEMNIFICATION**

Each Party shall indemnify, defend, and hold harmless the other Party, and the other Party's employees, officers, and agents, from and against any and all claims damages, losses, liabilities, expenses (including all expenses associated with litigation up through final appeal, and costs (including all court costs up through final appeal) arising out of or resulting from any negligent or intentional act, willful misconduct, omission, violation of applicable law, or breach of this Agreement by the Party or any party acting at its direction or on its behalf. Each Party expressly reserves the right to retain separate counsel at its own expense to participate in the defense or settlement of such claims.

7. **LIMITATION OF LIABILITY**

EACH PARTY'S AGGREGATE AND TOTAL LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS ONE THOUSAND DOLLARS. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

8. **CONFIDENTIALITY**

Confidential Information ("**Confidential Information**") means (i) any non-public information of a Party, including, without limitation, any information relating to a Party's current and planned products, services, technology, know-how, designs, accounts, manufacturing, customer lists, business forecasts and marketing plans; and (ii) any other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty (30) days of any such disclosure. Each Party shall not use the other Party's Confidential Information, except as necessary for the performance of this Agreement, and shall not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party shall use all reasonable efforts to maintain the confidentiality of all of the other Party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing the other Party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party. Any Confidential Information which has not been marked and identified as "Confidential", which is released due to a public records request, will not be deemed a violation of the Confidentiality provisions of this Agreement. The obligations will not apply to the extent any information (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (ii) was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the



receiving Party without use of or access to the disclosing Party's Confidential Information; or (iv) is rightfully obtained by the receiving Party from a third Party without restriction on use or disclosure.

9. MISCELLANEOUS

A. ENTIRE AGREEMENT; AMENDMENTS; ASSIGNMENTS. This Agreement, including all Attachments, constitutes the entire agreement between the Parties. This Agreement may not be modified, amended, or extended except by written amendment signed by both Parties. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

B. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the Party granting the waiver. A waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will not be construed as a waiver of any earlier or later breach of the same term or as a waiver of the term itself. A non-breaching Party's continued performance after a breach, failure to give notice of a breach, or failure to enforce or exercise a right under this Agreement will not be deemed a waiver of the breach.

C. COMPLIANCE WITH ALL LAWS. The Parties shall comply with the requirements of all state and federal rules and regulations, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401. Neither Party shall discriminate against any person on any basis prohibited under state or federal law. 120

D. NOTICES. A notice or other communication under this agreement will be effective if it is in writing and received by the Party to which it is addressed. It will be deemed to have been received as follows: (a) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system; (b) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; and (c) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver. For a notice under this Agreement to be valid, it must be addressed using the information below for that Party or any other information stated by that Party in a notice in accordance with this section: For College: Pima County Community College District, Attn: Contract Services, 4905 E. Broadway Blvd. Ste. D-232, Tucson, AZ 85709, with copy to: Pima County Community College District, Attn: General Counsel's Office, 4905 E. Broadway Blvd. Ste. C-232, Tucson, AZ 85709. For APS: Amphitheater Public Schools, Attn: Todd A. Jaeger; 701 W. Wetmore Rd., Tucson, AZ 85705.

E. FERPA; EDUCATIONAL RECORDS. Any educational records provided pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be disclosed except as provided by law, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

F. GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in Pima County, Arizona.

G. FORCE MAJEURE. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, war, terrorism, riots, pandemics, epidemics, or acts of God.

H. USE OF NAMES; TRADEMARKS. Neither Party shall use the other Party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature, or the names of the Party's employees in any publicity or advertising material without prior written approval by the other Party.

I. ARIZONA REVISED STATUTES. College is a public entity of the State of Arizona and its agreements, including this Agreement, are subject to the A.R.S. and, as such, this Agreement is subject to, but not limited to, A.R.S. §§ 12-133 and 38-511.

J. INSURANCE. APS shall secure and maintain, at its own cost and expense, throughout the duration of this Agreement, general liability insurance with limits of not less than one million dollars per occurrence and three million dollars in the aggregate. At the request of College, APS shall provide College with a copy of all such policies and shall name Pima County Community College District as an additional insured.

K. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS THEREOF, the Parties to this Agreement have executed and delivered this Agreement as of the final signature below:

Pima County Community College District

Amphitheater Public Schools

By: Dolores Duran-Cerda
Signed: 11/17/2022
Print: Dolores Duran-Cerda
Date: _____

By: _____
Print: Todd A. Jaeger, Superintendent
Date: _____

REVIEWED AND APPROVED AS TO FORM

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Pursuant to A.R.S. § 11-952(D), the attorney for each Party has determined that this Agreement is in proper form and is within the powers and authority granted to each respective Party under the laws of the State of Arizona.

Jeff Silvyn

Signed: 11/16/2022

College Legal Counsel

Print Name: Jeff Silvyn

Title General Counsel

Date:

Michelle Tong

APS Legal Counsel

Print Name: Michelle Tong

Title Associate to the Superintendent and General Counsel

Date: 12/20/22



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

DATE OF MEETING: **January 10, 2023**

TITLE: Revisions to Governing Board Policies GDL (Support Staff Workload), GCCA(Professional Staff Sick Leave), and GCCH (Professional/Support Staff Bereavement Leave), as well as to the Budget-Neutral Leave Buy-Back Program for Classroom Teachers with Approval to Continue It as a Pilot Program in FY 2022-2023

BACKGROUND:

On December 6, 2022, the Governing Board reviewed proposed revisions to Governing Board Policies GCCA (Professional Staff Sick Leave), GCCH (Professional/Support Staff Bereavement Leave) and GDL (Support Staff Workload). In addition, the Governing Board reviewed recommendations to revise and extend the Budget-Neutral Leave Buy-Back Program for Classroom Teachers (“Pilot Program”) initially approved January 25, 2022 for pilot again in Fiscal Year (“FY”) 2022-2023. With no changes having been recommended, these policies are now presented for the Board’s approval.

RECOMMENDATION:

Administration recommends the Governing Board approve the revisions to Governing Board Policies GCCA (Professional Staff Sick Leave), GCCH (Professional/Support Staff Bereavement Leave), GDL (Support Staff Workload) and the Pilot Program as presented, and approve extension of the Pilot Program as a pilot again in FY 2022-2023.

INITIATED BY:

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

Date: December 27, 2022

Todd A. Jaeger, J.D., Superintendent

GDL SUPPORT STAFF WORKLOAD

Load/Scheduling

The District's academic functions, student services, and physical plant operation do not permit a single work schedule for all departments. Supervisors are responsible for establishing work schedules appropriate to their respective areas, in accordance with the following:

The workday:

The normal full-time workday for staff employees is eight (8) hours per day and a one (1) hour unpaid lunch period. Any exception to this schedule must be submitted to the human resources division in writing, listing the group or individuals affected by the Fair Labor Standards Act.

The workweek:

A. The standard workweek for full-time staff members is forty (40) hours in any one (1) calendar week.

B. The federal Fair Labor Standards Act specifies that once the beginning time of an employee's workweek is established, it remains fixed regardless of the schedule of hours worked by the employee. Any exception to the established schedule outlined in the above paragraph is to be submitted to the human resources department to assure compliance with the federal statutes.

C. For purposes of this policy, the workweek for full-time staff members and for part-time staff members is considered to be seven (7) consecutive calendar days between 12:01 a.m. each Sunday and 12:00 midnight the following Saturday.

D. The schedules of part-time staff members (hours and days) shall be submitted to and be subject to approval by the director of human resources. No changes shall occur in the schedules of part-time staff members without approval by the director of human resources, except that short-term changes in scheduling may be approved by the employee's supervisor, provided that written notification of the change shall be provided to the director of human resources within three (3) days of such change. For the purposes of this policy, the phrase short-term changes means any change for not more than one (1) month within any three (3)-month period.

E. For the purposes of determining vacation days for part-time staff members, the schedule approved by the Director of Human Resources shall be the schedule utilized, and short-term changes shall not be considered.

Wage and Hour Law

Applicability:

The District is subject to the federal Fair Labor Standards Act (FLSA), including the regulations relating thereto, and state law regulating the payment of wages. The District is committed to meeting all of its obligations arising from these wage and hour laws and requests the cooperation of its employees in achieving this objective.

District obligations:

The District shall compensate all employees who are not exempt from the wage and hour provisions of the FLSA (hereinafter "nonexempt" employees) (1) at an hourly rate at least equal to federal minimum wage for each hour worked in a workweek up to and including forty (40) hours and (2) at an hourly rate equal to at least one and one-half (1 1/2) times their regular hourly rates for all hours worked in excess of forty (40) hours in a workweek (subject to the "occasional or sporadic" exception set forth herein). In addition, the District shall make, keep, and preserve accurate records regarding its employees' wages, hours, and conditions of employment.

Employee categorization:

An "exempt" employee is one who is not subject to the minimum wage and overtime provisions of the FLSA. A "nonexempt" employee is one who is subject to the minimum wage and overtime provisions of the FLSA. The classification of an employee as "exempt" or "nonexempt" is based upon the duties and responsibilities actually performed by an employee and shall be made by the District in accordance with the guidelines set forth in the federal statutes and regulations concerning the two (2) categories of employees. Although the categorization shall be made on an individual basis with regard to each employee, in general, employees whose primary duties are of a professional, executive, or administrative nature will be "exempt" employees, while most other employees will be "nonexempt" employees. Questions of employees regarding their categorization as "exempt" or "nonexempt" should be directed to their immediate supervisors. If a supervisor is unable to address an employee's questions, the supervisor shall consult with the District's human resources office to obtain the requested information.

"Workweek" defined:

The workweek of a District employee is considered to be the seven (7) consecutive calendar days between 12:00 a.m. each Sunday and 12:00 midnight, the following Saturday.

Overtime:

The District recognizes that there are occasions on which District employees may be expected to work overtime; however, these occasions should be determined in advance by a supervisor, based upon the supervisor's assessment of the circumstances, rather than upon an individual employee's belief that overtime work is required. In this regard, an employee may not work more hours than the employee is scheduled to work in a workweek without explicit prior consent by the employee's supervisor. The District also recognizes the fact that an emergency situation may arise that may result in the employee working overtime. In such case, the employee should make an attempt to obtain authorization. If the employee is unable to get prior authorization, the employee must inform the supervisor as soon as possible of the emergency situation. Non-exempt employees who are assigned additional responsibilities normally performed by a staff member whose position is currently vacant can communicate with their supervisor about the option to work overtime if needed. It is the supervisor's responsibility to communicate with the human resources department on overtime requests. An employee who works in excess of the number of hours that the employee is scheduled to work without the explicit prior consent by the employee's supervisor, except as noted above, is subject to disciplinary action, including dismissal, pursuant to District Policy GDQD and Regulation GDQD-R.

Time records:

Nonexempt District employees are expected to keep time records of the hours worked for the District. Hours worked for the District and work hours include 1) all scheduled hours when the employee is actually present for work or actually performing services for the District, whether on District premises or elsewhere; and 2) all unscheduled hours when the employee is performing services for the District. All District employees who are required to record their work hours must do so accurately and honestly. An employee should not record hours that the employee has not actually worked, nor should an employee refrain from recording hours that the employee has actually worked. The failure on the part of employees to accurately report their hours worked on their time records may constitute the falsification of a public document, punishable by criminal prosecution. An employee who does not accurately and honestly record the time worked on the employee's time records is subject to disciplinary action, including dismissal, pursuant to District Policy GDQD and Regulation GDQD-R.

On-call time:

An employee who is required to remain on call on the District's premises or so close thereto that the employee cannot effectively use that time for the employee's own purposes shall be considered to be working while on call. As a result, a nonexempt employee will be compensated for such time,

and it will be included in the calculation of the hours worked by the employee in a workweek for purposes of determining overtime compensation that may be due. An employee who is not required to remain on the District's premises but is merely required to leave work where the employee may be reached shall not be considered to be working while on call. Such employee is not entitled to compensation for such time, and it will not be included in the calculation of the hours worked by the employee in a workweek for purposes of determining overtime compensation that may be due.

"Occasional or sporadic" exception:

If a District employee undertakes, on an occasional or sporadic basis, and solely at the employee's option, part-time employment for the District that is in a capacity different from any capacity in which the employee is regularly employed with the District, the hours such employee is employed in performing the different part-time employment shall be compensated at the regular hourly rate for such services and shall be excluded from the calculation of the hours worked by the employee in a workweek for purposes of calculating overtime compensation that may be due.

Volunteers:

A District employee may volunteer to perform services for the District for which the employee will receive no compensation, provided that such volunteer services are not the same type of services that the employee is employed to perform for the District. A volunteer may, under certain circumstances, be paid expenses, reasonable benefits, or a nominal fee without jeopardizing volunteer status. A District employee who also performs volunteer services for the District is not an employee with regard to the volunteer services performed; therefore, the employee will not be compensated for the calculation of the hours worked by an employee in a workweek for the purposes of calculating overtime compensation that may be due.

Questions:

Questions of employees concerning assigned job responsibilities or wage-and-hour obligations and procedures should be directed to the employees' immediate supervisors. Supervisors who need additional information in order to adequately answer employees' questions should direct their inquiries to the District's human resources office.

Interpretation:

This policy is not intended to provide, nor should it be interpreted as providing, any rights, benefits, or interests to District employees in excess of those provided in accordance with federal and state law.

Employee Pay

Overtime pay:

A. The standard workday normally will consist of eight (8) hours, and the standard workweek normally will consist of forty (40) hours. Employees normally are not expected to work more than eight (8) hours per day or forty (40) hours per week. However, if the need arises, employees will be expected to work overtime. If, on occasion, extenuating circumstances prohibit an employee from working overtime, said employee may be excused with approval by the supervisor.

B. In accordance with state and federal labor laws, it shall be the policy of the District that each employee who does work in excess of forty (40) hours per workweek shall be compensated at one and one-half (1 1/2) times the normal rate of pay.

C. If an employee is on paid leave of any type during the workweek, with the exception of Board-approved paid holidays and professional leave, said leave time will not be computed as "hours worked" as it pertains to overtime.

D. *Approval.* Prior approval must be obtained from the human resources division before overtime is authorized. Emergency situations requiring overtime will be considered on an individual basis.

Premium pay:

A. Employees whose regularly scheduled workweek is Monday through Friday who work on a Saturday or Sunday will receive premium pay at the rate of one and one-half (1 1/2) times their normal rate of pay regardless of the total hours worked during the workweek, except employees being compensated for extracurricular activities.

B. *Varying workweeks.* A regularly scheduled workweek may differ from that described above. For example, if an employee is normally scheduled to work Wednesday through Sunday, said employee's normal "weekend" would be Monday and Tuesday, and work performed on either day would be paid at the premium pay rate of one and one-half (1 1/2) times the normal rate of pay, regardless of the total hours worked during the regularly scheduled workweek, except employees being compensated for extracurricular activities.

C. *Paid holiday.* Eligible employees who cannot be excused from their duties on a holiday are entitled to receive holiday pay in addition to their regular straight-time rate of pay for all hours worked within their standard shifts at two (2) times their normal hourly rate of pay.

GDL SUPPORT STAFF WORKLOAD

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B. In accordance with state and federal labor laws, it shall be the policy of the District that each employee who does work in excess of forty (40) hours per workweek shall be compensated at one and one-half (1 1/2) times the normal rate of pay.

C. If an employee is on paid leave of any type during the workweek, with the exception of Board-approved paid holidays and professional leave, said leave time will not be computed as "hours worked" as it pertains to overtime.

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Premium pay:

A. Employees whose regularly scheduled workweek is Monday through Friday who work on a Saturday or Sunday will receive premium pay at the rate of one and one-half (1 1/2) times their normal rate of pay regardless of the total hours worked during the workweek, except employees being compensated for extracurricular activities.

B. *Varying workweeks.* A regularly scheduled workweek may differ from that described above. For example, if an employee is normally scheduled to work Wednesday through Sunday, said employee's normal "weekend" would be Monday and Tuesday, and work performed on either day would be paid at the premium pay rate of one and one-half (1 1/2) times the normal rate of pay, regardless of the total hours worked during the regularly scheduled workweek, except employees being compensated for extracurricular activities.

C. *Paid holiday.* Eligible employees who cannot be excused from their duties on a holiday are entitled to receive holiday pay in addition to their regular straight-time rate of pay for all hours worked within their standard shifts at two (2) times their normal hourly rate of pay.

GCCA PROFESSIONAL STAFF SICK LEAVE

Note: Per Governing Board Policy GCCAA (Professional/Support Staff Earned Paid Sick Time), the first forty (40) hours of accrued sick leave each fiscal year will also be deemed "Earned Paid Sick Time" in accordance with the "Fair Wages and Healthy Families Act." Please see Policy GCCAA (Professional/Support Staff Earned Paid Sick Time) for its application.

Definition

The term personal illness includes pregnancy, childbirth, pregnancy-related issues, and other related medical conditions, and all conditions described as "Family Illness; Quarantine," set forth below.

Eligibility

Professional staff personnel employed twenty (20) hours per week or more are eligible for accumulated sick leave. All instructional and other certificated personnel may use any or all accrued sick leave in approved cases, or in substitution for family and medical leave when such leave is taken because of an eligible employee's own serious health condition that renders the employee unable to perform the functions of the assigned position or the serious health condition of the employee's spouse, child or parent in accordance with Policy GCCC (Family and Medical Leave Act [FMLA]). If an employee elects to substitute paid sick leave for family and medical leave in accordance with Policy GCCC restrictions on the use of paid sick leave set forth in this policy that are contrary to those set forth in Policy GCCC shall not apply. An employee electing such substitution need only comply with any notice requirements applicable to the use of paid sick leave, and not with the more stringent notice and certification requirements set forth in Policy GCCC, unless the employee's paid leave period is followed by a period of unpaid family and medical leave. The limitations on the use of sick leave applicable to employees who have abortions shall remain applicable to the substitution of paid sick leave for family and medical leave taken in accordance with Policy GCCC.

Earned Sick Leave

Any new employee or an employee who has accrued less than five (5) days of sick leave from previous years shall, for the purposes of any personal illness during the first five (5) months of any contract year, be deemed to have already earned those first five (5) days of sick leave. If an employee uses those five (5) days of sick leave but does not subsequently earn them, and if employment with the District is terminated for any reason, the District shall not be entitled to recover for those used sick days. In an instance when an employee in this category shall begin the term of service with the District after the beginning of the school year, the length

of sick leave for that year shall be prorated according to the months remaining in the school year.

Sick leave may be taken in increments of one (1) hour.

Deductions upon Exhaustion of Sick Leave

A nonexempt staff employee will not be paid for hours that such employee is absent from work due to personal illness, once the employee has exhausted the employee's total earned sick leave and allotted personal leave.

When an exempt staff employee has exhausted the employee's total earned sick leave and allotted personal leave, the District may deduct pay from such employee's salary for the time of the employee's absence in excess of the employee's earned sick leave and allotted personal leave.

Unpaid Extended Leave

An employee who has used the total allowed paid sick leave may be placed on an unpaid extended leave of absence status by applying for such leave in accordance with Policy GCCC, Professional Staff Leaves of Absence without Pay.

Sick Leave Accrual

Full-time employees accrue sick leave at the rate of four (4) hours per pay period until the employee reaches their maximum annual sick leave accrual for the contract year. Sick leave accrual is prorated by start date and full-time equivalency (FTE). It will not be based on addendum pay, stipends, bonuses, overtime or shift differentials.

Eligible Academic Year employees may accrue a maximum of ~~eight-seven (87)~~ days per contract year ~~(0.03847 hours of sick leave for each hour worked)~~. Eligible Fiscal Year employees may accrue a maximum of ten (10) days per contract year ~~(0.03847 hours of sick leave for each hour scheduled to be worked)~~. ~~Eligible employees working on the any other work schedule will be credited sick leave that shall be computed at the same ratio that the number of employed hours bears to full-time employment.~~

There is no limit to the amount of sick leave that may rollover to the next fiscal year to hold as be-accrued sick leave for future use. Accrued sick leave may be accumulated from year to year.

Upon retirement, resignation or termination for inadequacy of classroom performance or other cause, the District will pay for all unused sick leave at the rate established by the Governing Board for such purpose.

The procedure for payment of unused sick leave will be as set forth in the fringe benefit schedule for certificated employees. Due to the nature of this program,

employees who seek voluntary resignation, after accepting their contracts and prior to working during the contract year, will not be eligible for this option.

Approved Sick Leave

Eligible employees may be granted sick leave when they are unable to perform their duties because of personal illness, injury or because they must be absent from work for the purpose of obtaining health-related services not available before or after regular working hours.

Approved Absence without Pay

With approval by the supervisor, employees not eligible for sick leave benefits may be absent without pay because of personal illness, injury or for the purpose of obtaining health-related services available only during regular working hours.

Procedures and Controls

Sick leave should be approved in advance whenever possible. Sudden illness that results in absence must be reported to the employee's supervisor as early as possible. Family and medical leave taken pursuant to Policy GCCC is subject to the requirements and procedures set forth therein.

Should there be reason to believe that sick leave is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined by the District that sick leave is being abused, such sick leave benefits shall be reduced or terminated with respect to that occurrence immediately.

The Human Resources Department shall periodically review sick leave usage and submit reports to supervisors.

Illness during Authorized Holiday

If an authorized holiday falls within a period of absence caused by illness, sick leave for the holiday period will not be charged to an employee. It is the responsibility of the employee to report such illness to the immediate supervisor.

Addendum

Federal policy, when in conflict with this policy, shall apply to staff members who are employed under federal regulations.

Family Illness; Quarantine

Family Illness:

With approval by the principal or the supervisor, an employee may be absent because of illness in the family (family to be defined by the employee) provided that such absence shall be deducted from the employee's sick leave.

At an employee's option, paid sick leave for family illness may be substituted for all or a portion of otherwise unpaid family and medical leave taken by an eligible employee to care for a spouse, child or parent with a serious health condition pursuant to Policy GCCC. Such substitution is not subject to principal or supervisor approval.

Should there be reason to believe that absence due to family illness is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined that the absence due to family illness is being abused, such sick leave benefits shall be reduced or terminated with respect to that occurrence immediately.

Quarantine:

In case of absence due to quarantine, the employee may receive full pay to the extent of all earned sick leave. Once all accumulated leave is exhausted, an employee who remains under quarantine will be granted leave of absence without pay for the duration of the quarantine.

Substitute

The Human Resources Department is called to make provision for a substitute as may be needed.

GCCA PROFESSIONAL STAFF SICK LEAVE

Note: Per Governing Board Policy GCCAA (Professional/Support Staff Earned Paid Sick Time), the first forty (40) hours of accrued sick leave each fiscal year will also be deemed "Earned Paid Sick Time" in accordance with the "Fair Wages and Healthy Families Act." Please see Policy GCCAA (Professional/Support Staff Earned Paid Sick Time) for its application.

Definition

The term personal illness includes pregnancy, childbirth, pregnancy-related issues, and other related medical conditions, and all conditions described as "Family Illness; Quarantine," set forth below.

Eligibility

Professional staff personnel employed twenty (20) hours per week or more are eligible for accumulated sick leave. All instructional and other certificated personnel may use any or all accrued sick leave in approved cases, or in substitution for family and medical leave when such leave is taken because of an eligible employee's own serious health condition that renders the employee unable to perform the functions of the assigned position or the serious health condition of the employee's spouse, child or parent in accordance with Policy GCCC (Family and Medical Leave Act [FMLA]). If an employee elects to substitute paid sick leave for family and medical leave in accordance with Policy GCCC restrictions on the use of paid sick leave set forth in this policy that are contrary to those set forth in Policy GCCC shall not apply. An employee electing such substitution need only comply with any notice requirements applicable to the use of paid sick leave, and not with the more stringent notice and certification requirements set forth in Policy GCCC, unless the employee's paid leave period is followed by a period of unpaid family and medical leave. The limitations on the use of sick leave applicable to employees who have abortions shall remain applicable to the substitution of paid sick leave for family and medical leave taken in accordance with Policy GCCC.

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Any new employee or an employee who has accrued less than five (5) days of sick leave from previous years shall, for the purposes of any personal illness during the first five (5) months of any contract year, be deemed to have already earned those first five (5) days of sick leave. If an employee uses those five (5) days of sick leave but does not subsequently earn them, and if employment with the District is terminated for any reason, the District shall not be entitled to recover for those used sick days. In an instance when an employee in this category shall begin the term of service with the District after the beginning of the school year, the length

of sick leave for that year shall be prorated according to the months remaining in the school year.

Sick leave may be taken in increments of one (1) hour.

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Full-time employees accrue sick leave at the rate of four (4) hours per pay period until the employee reaches their maximum annual sick leave accrual for the contract year. Sick leave accrual is prorated by start date and full-time equivalency (FTE). It will not be based on addendum pay, stipends, bonuses, overtime or shift differentials.

Eligible Academic Year employees may accrue a maximum of seven (7) days per contract year. Eligible Fiscal Year employees may accrue a maximum of ten (10) days per contract year.

There is no limit to the amount of sick leave that may rollover to the next fiscal year to hold as accrued sick leave for future use. Accrued sick leave may be accumulated from year to year.

Upon retirement, resignation or termination for inadequacy of classroom performance or other cause, the District will pay for all unused sick leave at the rate established by the Governing Board for such purpose.

The procedure for payment of unused sick leave will be as set forth in the fringe benefit schedule for certificated employees. Due to the nature of this program, employees who seek voluntary resignation, after accepting their contracts and prior to working during the contract year, will not be eligible for this option.

Approved Sick Leave

Eligible employees may be granted sick leave when they are unable to perform their duties because of personal illness, injury or because they must be absent from work for the purpose of obtaining health-related services not available before or after regular working hours.

Approved Absence without Pay

With approval by the supervisor, employees not eligible for sick leave benefits may be absent without pay because of personal illness, injury or for the purpose of obtaining health-related services available only during regular working hours.

Procedures and Controls

Sick leave should be approved in advance whenever possible. Sudden illness that results in absence must be reported to the employee's supervisor as early as possible. Family and medical leave taken pursuant to Policy GCCC is subject to the requirements and procedures set forth therein.

Should there be reason to believe that sick leave is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined by the District that sick leave is being abused, such sick leave benefits shall be reduced or terminated with respect to that occurrence immediately.

The Human Resources Department shall periodically review sick leave usage and submit reports to supervisors.

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If an authorized holiday falls within a period of absence caused by illness, sick leave for the holiday period will not be charged to an employee. It is the responsibility of the employee to report such illness to the immediate supervisor.

Addendum

Federal policy, when in conflict with this policy, shall apply to staff members who are employed under federal regulations.

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With approval by the principal or the supervisor, an employee may be absent because of illness in the family (family to be defined by the employee) provided that such absence shall be deducted from the employee's sick leave.

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Should there be reason to believe that absence due to family illness is being abused, the employee's supervisor may require verification of illness by means of a physician's statement or through other appropriate methods. If it is determined that the absence due to family illness is being abused, such sick leave benefits shall be reduced or terminated with respect to that occurrence immediately.

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In case of absence due to quarantine, the employee may receive full pay to the extent of all earned sick leave. Once all accumulated leave is exhausted, an employee who remains under quarantine will be granted leave of absence without pay for the duration of the quarantine.

Substitute

The Human Resources Department is called to make provision for a substitute as may be needed.

**GCCH
PROFESSIONAL / SUPPORT STAFF
BEREAVEMENT LEAVE**

In case of death in an employee's immediate family, and with approval by the supervisor, the employee may be absent for a period not to exceed five (5) working days without loss of salary.

Additional Leave Days

An employee may be absent for an additional period not to exceed five (5) working days at no loss of salary provided that such days shall be deducted from the employee's sick leave.

If an employee does not have sufficient accrued sick leave to cover the additional period, leave will be authorized without pay.

Immediate Family: Definition

Members of the immediate family are defined as the employee's spouse or domestic partner, mother, father, child, grandparents, grandchildren, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, guardian, or dependent person ("[dependent](#)" as defined by the Internal Revenue Code).

Demise of Co-workers

In the event of the death of any staff member, or a member of that person's immediate family, other staff members, on request, will be excused from duties without loss of pay or deduction from accrued leave time, [or approved bereavement leave](#) to attend the funeral services, provided that said services are held within the confines of Pima County.

Adopted: August 13, 2019

LEGAL REF.:
A.R.S.
[15-502](#)

GCCH-R

REGULATION

PROFESSIONAL / SUPPORT STAFF BEREAVEMENT LEAVE

The District understands the significant impact that a death can have on an individual or family. Bereavement leave is provided to support the employee during this time of grief and bereavement.

Employees qualify for up to five (5) days, consecutive or non-consecutive, of paid bereavement leave per fiscal year following the death of an immediate family member (defined in Policy GCCH) to grieve, make funeral arrangements, attend the funeral and burial, pay respects to the family at a wake or visitation, and probate the estate or execute the will. An employee who wishes to take bereavement leave should notify their supervisor as soon as possible.

Questions about whether an individual employee's relationship with the deceased qualifies as immediate family should be discussed with the employee's supervisor who is responsible to obtain approval from the Associate to the Superintendent and General Counsel.

The site will need to submit a personnel action request and the supervisor approve it for bereavement leave to be paid for the employee's absence from work. Employees are not required to provide documentation to support their request for bereavement leave unless requested by their supervisor. Fraudulent use of bereavement leave may result in discipline.

Bereavement leave is calculated based on the base pay rate at the time of absence. It will not include addendum pay, stipends, bonuses, overtime or shift differentials. Bereavement leave is prorated for a part-time employee.

**GCCH
PROFESSIONAL / SUPPORT STAFF
BEREAVEMENT LEAVE**

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Demise of Co-workers

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Adopted:

LEGAL REF.:
A.R.S.
15-502

Pilot Program

1. The program is only available to certificated teachers who are classroom teachers and require a substitute when they are absent from work in order to keep the leave buy-back program budget neutral. assigned a class roster.
2. Certificated teachers must meet the following prerequisites to participate in the teacher leave buy-back program:
 - a. Teacher must fulfill their teacher contract and work until the final day of school that year, and
 - b. Teacher must satisfy one of the following criteria:
 - i. Teacher will have accumulated more than ~~thirteen~~ ~~twelve~~¹ (~~13~~12) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those ~~thirteen~~ ~~twelve~~ (~~13~~12) days, or
 - ii. Teacher has given notice that teacher will separate from the District at the end of the school year (*i.e.*, resignation, retirement, or teacher is on a short-term teacher contract and is not being renewed), and will not work for the District during the next fiscal year.
3. Qualified teachers may not cash out any paid leave that drops their leave balance below twelve (12) days.
- 3.4. Qualified teachers may be reimbursed annually for all but three (3) days of unused paid leave ~~accumulated-earned~~ during the current academic year. Three (3) leave days must be rolled into their leave balance. The reimbursement rate shall be equal to the lowest approved daily rate of pay for a District certificated substitute teacher.
- 4.5. The reimbursement rate is based on an eight (8) hour day and may be reimbursed at a prorated hourly rate where unused leave does not equate to a full day.
- 5.6. Each year that a teachers chooses to participate in the leave buy-back program, they must submit a reimbursement request form to the Payroll Department before the last ~~contract~~ day ~~of school~~ by attaching the form to an email from the employee's District email to the Chief Financial Officer or delivering the form to the Payroll Department in person or through intraoffice mail. Reimbursement will not occur automatically, and a new form is required each year that the teacher participates in the leave buy-back program. If reimbursement is not requested, unused personal leave will automatically convert to sick leave in accordance with Regulation GCCB-R and carry-forward to the next fiscal year.
- 6.7. Teachers who apply to participate in the leave buy-back program waive all rights to receive sick leave donations through participate in the District's sick leave donation program.
- 7.8. The leave buy-back program does not apply to unused bereavement leave, leave acquired by donation, leave carried forward from a prior fiscal year, or to leave accumulated for supplementary assignments, summer work, or otherwise accumulated outside of the

¹ A full-time teacher qualifies to accumulate paid leave hours that are the equivalent of ~~eight~~ ~~seven~~ (87) sick leave days and five (5) personal leave days each year. See Policy GCCA, Policy GCCAA, and Regulation GCCB-R. This means that a teacher will need to have completed one year of continuous employment for compliance with option (b)(i).

employee's teacher work contract.

8.9. Days for which such payment is received shall be deducted from the accumulated sick leave balance.

9.10. Payment as provided herein will be issued by the end of the fiscal year.

Pilot Program

1. The program is only available to certificated teachers who are classroom teachers and require a substitute when they are absent from work in order to keep the leave buy-back program budget neutral.
2. Certificated teachers must meet the following prerequisites to participate in the teacher leave buy-back program:
 - a. Teacher must fulfill their teacher contract and work until the final day of school that year, and
 - b. Teacher must satisfy one of the following criteria:
 - i. Teacher will have accumulated more than twelve¹ (12) days of unused leave by the end of the school year and is seeking reimbursement for unused leave *in excess* of those twelve (12) days, or
 - ii. Teacher has given notice that teacher will separate from the District at the end of the school year (*i.e.*, resignation, retirement, or teacher is on a short-term teacher contract and is not being renewed), and will not work for the District during the next fiscal year.
3. Qualified teachers may not cash out any paid leave that drops their leave balance below twelve (12) days.
4. Qualified teachers may be reimbursed annually for all but three (3) days of unused paid leave earned during the current academic year. Three (3) leave days must be rolled into their leave balance. The reimbursement rate shall be equal to the lowest approved daily rate of pay for a District certificated substitute teacher.
5. The reimbursement rate is based on an eight (8) hour day and may be reimbursed at a prorated hourly rate where unused leave does not equate to a full day.
6. Each year that a teacher chooses to participate in the leave buy-back program, they must submit a reimbursement request form to the Payroll Department before the last contract day by attaching the form to an email from the employee's District email to the Chief Financial Officer or delivering the form to the Payroll Department in person or through intraoffice mail. Reimbursement will not occur automatically, and a new form is required each year that the teacher participates in the leave buy-back program. If reimbursement is not requested, unused personal leave will automatically convert to sick leave in accordance with Regulation GCCB-R and carry-forward to the next fiscal year.
7. Teachers who apply to participate in the leave buy-back program waive all rights to receive sick leave donations through the District's sick leave donation program.
8. The leave buy-back program does not apply to unused bereavement leave, leave acquired by donation, leave carried forward from a prior fiscal year, or to leave accumulated for supplementary assignments, summer work, or otherwise accumulated outside of the

¹ A full-time teacher qualifies to accumulate paid leave hours that are the equivalent of seven (7) sick leave days and five (5) personal leave days each year. See Policy GCCA, Policy GCCAA, and Regulation GCCB-R. This means that a teacher will need to have completed one year of continuous employment for compliance with option (b)(i).

employee's teacher work contract.

9. Days for which such payment is received shall be deducted from the accumulated sick leave balance.
10. Payment as provided herein will be issued by the end of the fiscal year.



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

DATE OF MEETING: January 10, 2023

TITLE: Approval of Revision to the 2022-2023 Governing Board Meeting Schedule

BACKGROUND:

Meetings of the Amphitheater Governing Board typically are held the second and fourth Tuesday of each month during the regular school year. Administration requests to move the January 24, 2023 meeting to January 31, 2023. Additionally, the Administration is requesting the March 7, 2023 meeting be changed to a Special Public Meeting and the March 28, 2023 meeting be changed to a Regular Public Meeting. The revised 2022-2023 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

RECOMMENDATION:

The Administration recommends that the revised 2022-2023 meeting schedule for the Amphitheater Governing Board be approved as presented.

INITIATED BY:

Jennifer Anderson, Executive Assistant
to the Superintendent and Governing Board

Date: January 6, 2023

Todd A. Jaeger, J.D., Superintendent

Amphitheater Governing Board 2022-2023 Meeting Schedule

The Governing Board of Amphitheater Unified School District No. 10 of Pima County will hold regular Governing Board meetings and Special Governing Board meetings, along with Executive Sessions, on the dates listed below. During months when two meetings are scheduled, the first meeting of the month the Governing Board will conduct primarily regular business. On the second meeting of the month the Governing Board will conduct primarily executive session business for student discipline and other closed session matters. In months when just one meeting is scheduled, the Board may conduct both regular business and executive session matters. Additional meetings may be called by the Board as needed.

All Governing Board meetings are held in the Leadership and Professional Development Center, at 701 W. Wetmore Road, Tucson, Arizona, 85705 unless notice to the contrary is posted. Generally, regular meetings will begin at 6:00 p.m., and special meetings at 5:30 p.m. As times vary, current information will be indicated on agenda postings.

Notices and agendas of all Governing Board meetings and its committees, including updates to location or time, will be posted not less than 24 business hours in advance of the meeting. These notices and agendas will be posted at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the bulletin board case located at the front center entrance. Agendas are also posted on the District’s website: www.amphi.com. For more information, you may contact the Governing Board office at (520) 696-5158.

<u>2022-2023</u>	<u>TYPE OF MEETING</u>
Tuesday, July 12, 2022 Tuesday, July 26, 2022	Regular Public Meeting Special Public Meeting
Tuesday, August 9, 2022 Tuesday, August 23, 2022	Regular Public Meeting Special Public Meeting
Tuesday, September 13, 2022 Tuesday, September 27, 2022	Regular Public Meeting Special Public Meeting
Tuesday, October 4, 2022 Tuesday, October 25, 2022	Regular Public Meeting Special Public Meeting
Tuesday, November 15, 2022 *	Regular Public Meeting
Tuesday, December 6, 2022 *	Regular Public Meeting
Tuesday, January 10, 2023 Tuesday, January 31, 2023	Organizational Public Meeting Special Public Meeting
Tuesday, February 14, 2023 Tuesday, February 28, 2023	Regular Public Meeting Special Public Meeting
Tuesday, March 7, 2023 Tuesday, March 28, 2023	Special Public Meeting Regular Public Meeting
Tuesday, April 11, 2023 Tuesday, April 25, 2023	Regular Public Meeting Special Public Meeting
Tuesday, May 9, 2023 Tuesday, May 23, 2023	Regular Public Meeting Special Public Meeting
Tuesday, June 13, 2023 Tuesday, June 27, 2023	Regular Public Meeting Special Public Meeting

*Indicates months when there is only one Board meeting scheduled: November and December.



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

DATE OF MEETING: **January 10, 2023**

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

BACKGROUND:

STAFF

Pam Vandivort, Matt Haverty, Jill Christman, and Paul Desjarlais request permission to attend the 2023 Atlanta National Conference on Science Education on March 22-25, 2023 in Atlanta, Georgia. Approximate cost of travel is \$9,178 and will be paid using Title II funds. Three school days will be missed and substitutes are required.

Cliff Wadhams and Casie Curtis request permission to attend Tyler Connect 2023 in San Antonio, Texas on May 6-10, 2023. Approximate cost of travel is \$5822 and will be paid using Maintenance and Operating funds. Three school days will be missed and no substitutes are required.

Todd Jaeger requests permission to attend LRP's National Institute 2023 in New Orleans, Louisiana on April 15-20, 2023. Approximate cost of travel is \$4,017.77 and will be paid using Superintendent office funds designated for professional development. Four school days will be missed and no substitutes are required.

Scott Little requests permission to attend the Association of Governmental Risk Pools Governance Conference in Orlando, Florida on March 5-8, 2023. There is no cost to travel as all expenses are paid by the Arizona School Risk Retention Trust. Three school days will be missed and no substitutes are required.

Andrew Szczepaniak, Mary Cliff, Shannon Joos, Courtney Kimler, Tatum Nelson, Camille Nau, Kris Lee, Kristin Taylor, Shay Humphreys, Brooke Johnson request permission to attend AVID Summer Institute in San Diego, California on June 19-21, 2023. Approximate cost of travel is \$23,335.00 and will be paid using Title I funds. No school days will be missed and no substitutes are required.

Angela Wichers, Jennifer Queiruga, Brenda King, Ondrea Campbell, Cary Reis, Nathan Ayers, Tyrone Cephers request permission to attend AVID Summer Institute in San Diego, California on June 19-21, 2023. Approximate cost of travel is \$20,532.80 and will be paid using Title I funds. No school days will be missed and no substitutes are required.

Todd Jaeger, Deanna Day, Susan Zibrat, Tassi Call, Vanessa Hill request permission to attend Georgia Association for Gifted Children Annual Conference in Athens, Georgia on March 5-7, 2023. Approximate cost of travel is \$6,865.00 and will be paid using Title II funds. Two school days will be missed and no substitutes are required.

Robert Cannon requests permission to attend HerffJones yearbook plant tour and conference in Edwardsville, Kansas on January 12-15, 2023. Approximate cost of travel is \$800.00 and will be paid using CTE funds. Two school days will be missed and substitutes are required.

Todd Jaeger requests permission to attend The School Superintendents Association National Conference on Education in San Antonio, Texas on February 15-18, 2023. Approximate cost of travel is \$2,973.50 and will be paid using Superintendent office funds designated for professional development. Three school days will be missed and no substitutes are required.

STUDENTS

Alissa McGowan, Sam Burgin, and Brent Spencer request to take 13 IRHS Student Government students to the 2023 Arizona Association of Student Councils Convention on January 25-28, 2023 in Bullhead City, AZ/Laughlin, Nevada. Approximate cost of travel is \$4,226 and will be paid using Student Activities funds. Two days of school will be missed and substitutes are required.

Brent Spencer and Jennifer Felix request to take 12 CDO Student Government students to the 2023 Arizona Association of Student Councils Convention on January 25-28, 2023 in Bullhead City, AZ/Laughlin, Nevada. Approximate cost of travel is \$4,730 and will be paid using Student Activities funds. Two days of school will be missed and substitutes are required.

Erik Wolf, Samantha Burgin, Lori Gipson, Cynthia Carr, Joshua Custer, and Bradley Voss request permission to take 38 Ironwood Ridge Model United Nations students to EagleMUNC on March 23-26, 2023 in Boston, Massachusetts. Approximate cost of travel is \$44,805.00 and will be paid using Tax Credit and Student Activities funds. Two days of school will be missed and substitutes are required.

BUDGET CODE KEY		
140.23.100.2210.6360.515.0000	Title II	Improvement of Instruction, Employee Training, Associate Superintendent for Secondary Ed
140.23.100.2210.6582.515.0000	Title II	Improvement of Instruction, Staff Travel, Associate Superintendent for Secondary Ed
001.00.100.2579.6360.520.0000	M & O	Training Non-Instructional, Employee Training, Finance & Accounting
001.00.100.2579.6582.520.0000	M & O	Training Non-Instructional, Staff Travel, Finance & Accounting
001.00.100.2579.6360.501.0000	M & O	Training Non-Instructional, Employee Training, Superintendent
001.00.100.2579.6582.501.0000	M & O	Training Non-Instructional, Staff Travel, Superintendent
100.23.100.2210.6360.106.0000	Title I	Improvement of Instruction, Employee Training, Donaldson
100.23.100.2579.6360.106.0000	Title I	Training Non-Instructional, Employee Training, Donaldson
100.23.100.2210.6582.106.0000	Title I	Improvement of Instruction, Staff Travel, Donaldson
100.23.100.2579.6582.106.0000	Title I	Training Non-Instructional, Staff Travel, Donaldson
100.23.100.2210.6360.166.0000	Title I	Improvement of Instruction, Employee Training, AMS
100.23.100.2579.6360.166.0000	Title I	Training Non-Instructional, Employee Training, AMS
100.23.100.2210.6582.166.0000	Title I	Improvement of Instruction, Staff Travel, AMS
100.23.100.2579.6582.166.0000	Title I	Training Non-Instructional, Staff Travel, AMS
140.23.240.2210.6360.514.0000	Title II	Improvement of Instruction, Employee Training, Associate Superintendent for Elementary Ed
140.23.240.2210.6582.514.0000	Title II	Improvement of Instruction, Staff Travel, Associate Superintendent for Elementary Ed
260.23.337.2210.6582.282.0000	CTE	Improvement of Instruction, Staff Travel, CDO
260.23.337.1001.6113.282.0000	CTE	Classroom Instruction, Substitutes, CDO
001.00.100.2579.6360.501.0000	M & O	Training Non-Instructional, Employee Training, Superintendent
001.00.100.2579.6582.501.0000	M & O	Training Non-Instructional, Staff Travel, Superintendent
850.00.610.1001.6892.280.0000	Student Activities	Classroom Instruction, Student Travel, IRHS
850.00.610.2190.6892.280.0000	Student Activities	Student Support Services, Student Travel, IRHS
850.00.610.1001.6892.282.0000	Student Activities	Classroom Instruction, Student Travel, CDO
850.00.410.2790.6892.280.0000	Student Activities	Student Transportation, Student Travel, CDO
850.00.610.2190.6892.280.0000	Student Activities	Student Support Services, Student Travel, CDO

850.00.100.1001.6113.282.0000	Student Activities	Classroom Instruction, Substitutes, CDO
526.00.610.1001.6892.280.0000	Tax Credit	Classroom Instruction, Student Travel, IRHS
850.00.610.1001.6892.280.0000	Student Activities	Classroom Instruction, Student Travel, IRHS
526.00.410.2790.6519.280.0000	Tax Credit	Student Transportation, Student Travel, IRHS
850.00.410.2790.6519.280.0000	Student Activities	Student Transportation, Student Travel, IRHS
526.00.610.2190.6892.280.0000	Tax Credit	Student Support Services, Student Travel, IRHS
850.00.610.2190.6892.280.0000	Student Activities	Student Support Services, Student Travel, IRHS
850.00.100.1001.6113.280.0000	Student Activities	Classroom Instruction, Substitutes, IRHS

RECOMMENDATION:

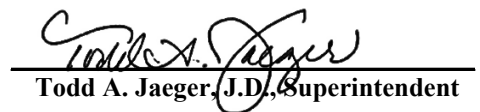
It is the recommendation of the administration that the above travel be approved.

INITIATED BY:



Matthew Munger
Associate Superintendent for Secondary Education

Date: January 6, 2023



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): Cliff Wadhams
Casie Curtis
- _____

SCHOOL: District Offices
Department (opt.): Finance
DATE(S): May 6 - May 10, 2023

ACTIVITY/EVENT: Tyler Connect 2023

LOCATION: San Antoni, TX

ABSENCE: # Days 3 Sub Required: Yes No # of School Days Missed 3

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>2198.00</u>	<u>001.00.100.2579.6360.520.0000</u>
Transportation	<u>1200.00</u> Mode <u>Air</u>	<u>001.00.100.2579.6582.520.0000</u>
Rental Car	<u>176.00</u>	<u>001.00.100.2579.6582.520.0000</u>
Meals	<u>348.00</u>	<u>001.00.100.2579.6582.520.0000</u>
Lodging	<u>1900.00</u>	<u>001.00.100.2579.6582.520.0000</u>
Substitutes	_____	_____
TOTAL	<u>5822.00</u>	

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

Purpose of travel: _____

Outcomes and academic benefits to students and staff: See Attached outcomes for attending conference

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

Submitted by: [Signature] 12-13-2022
Signature Date
[Signature] 12-13-22
Principal/Supervisor Date
[Signature] 12-19-22
Associate Superintendent/Supintendent 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): Todd A. Jaeger, J.D. _____

SCHOOL: District Offices
 Department (opt.): Superintendent's Office
 DATE(S): 4/15/23-4/20/23

ACTIVITY/EVENT: LRP's National Institute 2023

LOCATION: New Orleans, LA

ABSENCE: # Days 6 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>
			<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>\$1950.00</u>		<u>001.00.100.2579.6360.501.0000</u>
Transportation	<u>\$700.00</u>	Mode <u>Air</u>	<u>001.00.100.2579.6582.501.0000</u>
Rental Car	_____		_____
Meals	<u>\$251.50</u>		<u>001.00.100.2579.6582.501.0000</u>
Lodging	<u>\$1566.27</u>		<u>001.00.100.2579.6582.501.0000</u>
Substitutes	_____		_____
TOTAL	<u>\$4017.77</u>		

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: Attending the LRP National Institute on Legal Issues of Educating Individuals with Disabilities.

Outcomes and academic benefits to students and staff: The conference offers sessions on compliance and implementation strategies in the areas of IDEA, Section 504, Behavior Management and Special Education Law.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input type="checkbox"/> Communication | <input type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

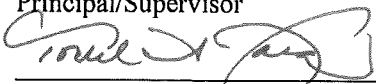
The travel is necessary for the implementation of the project funding the travel.

Submitted by: _____

Signature

_____ Date

Principal/Supervisor



_____ Date

12-21-22

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): Scott Little _____

SCHOOL: Finance
 Department (opt.): _____
 DATE(S): March 5-8, 2023

ACTIVITY/EVENT: AGRiP (Association of Governmental Risk Pools) Governance Conference _____

LOCATION: Orlando Florida

ABSENCE: # Days 3 Sub Required: Yes No # of School Days Missed 3

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>0</u>		All expense are paid by the Arizona School
Transportation	<u>0</u>	Mode <u>Plane</u>	Risk Retention Trust – Scott Little serves as
Rental Car	<u>0</u>	_____	the President of the organization
Meals	<u>0</u>	_____	
Lodging	<u>0</u>	_____	
Substitutes	<u>0</u>	_____	
TOTAL	<u>0</u>		

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel:

Learn how other pools do things, new ideas to implement.

Build a network of trusted colleagues and peers who understand the work you do.


Connect with service providers in the pooling industry.

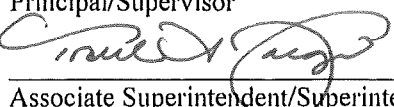
Outcomes and academic benefits to students and staff: **Amphitheater is a member of the Arizona Risk Retention Trust for Property and Liability Insurance Coverage**

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|---|
| <input type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by:  12/13/22
 Signature Date

 Principal/Supervisor Date
 12-19-22
 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): Andrew Szczepaniak, Mary Cliff, Shannon Joos
Courtney Kimler, Tatum Nelson, Camille Nau
Kris Lee, Kristin Taylor, Shay Humphreys, Brooke Johnson

SCHOOL: Donaldson
 Department (opt.): _____
 DATE(S): 6/18/22-6/21/23

ACTIVITY/EVENT: AVID Summer Institute

LOCATION: San Diego, CA

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>\$9,500.00</u>		<u>100.23.100.2210.6360.106.0000</u>
Transportation	<u>\$4,500.00</u>	Mode <u>Air</u>	<u>100.23.100.2579.6360.106.0000 Admin</u> <u>100.23.100.2210.6582.106.0000</u>
Rental Car	<u>\$0.00</u>		<u>100.23.100.2579.6582.106.0000 Admin</u>
Meals	<u>\$2,135.00</u>		<u>100.23.100.2210.6582.106.0000</u> <u>100.23.100.2579.6582.106.0000 Admin</u>
Lodging	<u>\$7,200.00</u>		<u>100.23.100.2210.6582.106.0000</u> <u>100.23.100.2579.6582.106.0000 Admin</u>
Substitutes	<u>\$0.00</u>		
TOTAL	<u>\$23,335.00</u>		

(Note: Tax credit contributions are District funds and require a budget code.)

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: To participate in AVID Summer Institute Professional Development.

Outcomes and academic benefits to students and staff: AVID helps teachers shift from delivering content to facilitating learning, resulting in an inquiry-based, student-centric classroom.

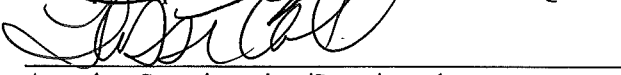
Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input checked="" type="checkbox"/> Caring | <input checked="" type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by:  1/3/2023
 Signature Date

 1/3/2023
 Principal/Supervisor Date

 1/3/2023
 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): Jennifer Queiruga Brenda King SCHOOL: School / Site AMS
Angela Wichers Ondrea Campbell Sarah Lortie Department (opt.): _____
Cary Reis Nathan Ayers Tyrone Cephers DATE(S): 6/18/2023-6/21/2023

ACTIVITY/EVENT: AVID Summer Institute

LOCATION: San Diego, CA

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
		(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$5,700.00</u>	<u>100.23.100.2210.6360.166.0000</u>
	<u>\$1,900.00</u>	<u>100.23.100.2579.6360.166.0000</u>
Transportation	<u>\$3,708.00</u>	Mode <u>Air/Car</u> <u>100.23.100.2210.6582.166.0000</u>
	\$1,000.00	100.23.100.2579.6582.166.0000
Rental Car	_____	_____
Meals	<u>\$1,281.00</u>	<u>100.23.100.2210.6582.166.0000</u>
	\$427.00	100.23.100.2579.6582.166.0000
Lodging	<u>\$4,516.80</u>	<u>100.23.100.2210.6582.166.0000</u>
	<u>\$2,000.00</u>	<u>100.23.100.2579.6582.166.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$20,532.80</u>	

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: To participate in AVID Summer Institute professional development

Outcomes and academic benefits to students and staff: Participants will strengthen their understanding of AVID implementation on their campus and learn valuable best practice strategies to ensure rigorous implementation towards AVID school-wide.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by: Kimberly Hutchins 1/3/2023
 Signature Date

Angela Wichers 1/3/23
 Principal/Supervisor Date

[Signature] 1/3/23
 Associate Superintendent/Supervisor 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): Todd A. Jaeger Deanna Day SCHOOL: District Offices
Susan Zibrat Tassi Call Department (opt.): _____
Vanessa Hill DATE(S): 3/5/23-3/7/23

ACTIVITY/EVENT: Georgia Association for Gifted Children Annual Convention

LOCATION: Athens, GA

ABSENCE: # Days 3 Sub Required: Yes No # of School Days Missed 2

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>\$2000.00</u>	<u>140.23.240.2210.6360.514.0000</u>
Transportation	<u>\$3000.00</u> Mode <u>air</u>	<u>140.23.240.2210.6582.514.0000</u>
Rental Car	<u>\$200.00</u>	<u>140.23.240.2210.6582.514.0000</u>
Meals	<u>\$415.00</u>	<u>140.23.240.2210.6582.514.0000</u>
Lodging	<u>\$1250.00</u>	<u>140.23.240.2210.6582.514.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$6865.00</u>	

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: To attend the Georgia Association for Gifted Children Annual Convention

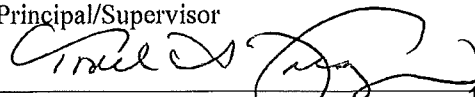
Outcomes and academic benefits to students and staff: Attend breakout sessions offered by leading experts in gifted education.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input type="checkbox"/> Collaboration | <input type="checkbox"/> Communication | <input type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input type="checkbox"/> Problem-Solving | |

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

Submitted by: _____
Signature Date

Principal/Supervisor _____ Date

Associate Superintendent/Supervisor _____ 160 Date
1-5-23

**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): Robert Cannon _____

SCHOOL: CDO
 Department (opt.): CTE
 DATE(S): 1/12/23-1/15/23

ACTIVITY/EVENT: Yearbook Plant Tour and Conference

LOCATION: 2525 Midpoint Dr., Edwardsville, KS 66111

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 2

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>N/A</u>	_____
Transportation	<u>\$400.00</u> Mode <u>uber/lyft</u>	<u>260.23.337.2210.6582.282.0000</u>
Rental Car	<u>N/A</u>	_____
Meals	<u>\$160.00</u>	<u>260.23.337.2210.6582.282.0000</u>
Lodging	<u>Included</u>	_____
Substitutes	<u>\$240.00</u>	<u>260.23.337.1001.6113.282.0000</u>
TOTAL	<u>\$800.00</u>	

(Note: Tax credit contributions are District funds and require a budget code.)

The District will (or) will not receive reimbursement from outside sources.
 * PO must be submitted and approved *prior* to travel to qualify for reimbursement.
 Purpose of travel: Yearbook plant tour and conference

Outcomes and academic benefits to students and staff: Greater background knowledge of how the book is produced and personal contact with yearbook support staff to answer questions and give guidance on creation of the book.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by: Robert Cannon _____ 1/5/22
 Signature Date
Amanda Poggi _____ 1-5-23
 Principal/Supervisor Date
 _____ 1/6/2023
 Associate Superintendent/Supervisor 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): Todd A. Jaeger _____

SCHOOL: District Offices
 Department (opt.): Superintendent's Office
 DATE(S): 2/15/23-2/18/23

ACTIVITY/EVENT: AASA National Conference on Education

LOCATION: San Antonio, TX

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 3

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>\$1145.00</u>	<u>001.00.100.2579.6360.501.0000</u>
Transportation	<u>\$650.00</u> Mode <u>air</u>	<u>001.00.100.2579.6360.501.0000</u>
Rental Car	_____	_____
Meals	<u>\$178.50</u>	<u>001.00.100.2579.6582.501.0000</u>
Lodging	<u>\$1000.00</u>	<u>001.00.100.2579.6582.501.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$2973.50</u>	

(Note: Tax credit contributions are District funds and require a budget code.)

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

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

Purpose of travel: Attend the School Superintendents Association National Conference.

Outcomes and academic benefits to students and staff: The conference brings Superintendents together from across the country to enhance skills in education leadership.

Identify which characteristics of the Portrait of Graduate are specifically related to this request.

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input type="checkbox"/> Collaboration | <input type="checkbox"/> Communication | <input type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by: _____

Signature

Date

Principal/Supervisor

Date

Todd A. Jaeger
 Associate Superintendent/Supervisor

1/6/23
 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: **Ironwood Ridge High School**

ESTIMATED NUMBER OF STUDENTS: 13

NAME OF SCHOOL GROUP/CLUB/ENTITY: **Student Government**

STAFF ADVISOR(S)/CHAPERONES: **Alissa McGowan, Sam Burgin, Brent Spencer (CDO Assistant Principal)**

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 2

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **AASC State Convention 2023**

DESTINATION OF TRAVEL: **Mohave High School, Bullhead City, AZ and Laughlin, NV**

DATES OF TRAVEL: **January 25th-28th, 2023**

ACADEMIC BENEFITS TO STUDENTS: **The AASC State Convention includes opportunities for leadership training as well as idea sharing and interaction with kids from all over the state of Arizona in both large and small group sessions. Some sessions are presentation-style and some are interactive, both the intent of developing students leadership, communication, and collaboration skills on issues that relate to their school as well as the state community.**

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

- | | | |
|---|---|---|
| <input type="checkbox"/> Academic Content | <input checked="" type="checkbox"/> Caring | <input checked="" type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other _____

Are expenses paid from any of the following accounts? Auxiliary _____ Tax Credits _____ Club Funds **IRHS**
Student Government Club Funds

Parent Organization _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$1,260</u>	<u>850-00-610-1001-6892-280-000</u>
Transportation	<u>0</u>	<u>School Issued Mini Van</u>
Meals	<u>N/A</u>	<u>Provided by conference and hotel</u>
Lodging	<u>\$2,716</u>	<u>850-00-610-2190-6892-280-000</u>
Substitutes	<u>\$250</u>	<u>850-00-610-1001-6892-280-000</u>
TOTAL	<u>\$4,226</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? _____

IF SO, SOURCE & AMOUNTS: _____

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? IRHS Student Government Club Funds

COST TO EACH STUDENT \$ 100

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? IRHS Student Government will cover costs.

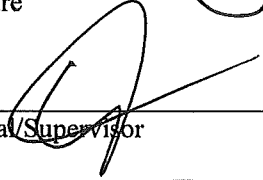
FUNDING SOURCE(S): IRHS Student Government holds events throughout the year and funds from the account will be used the fund the trip. IRHS and CDO Student Governments are traveling and staying in the same hotel block. Given that it was a joint effort between the advisors some of the quotes say CDO and some are from IRHS, however, the costs are being spilt appropriately.

FUNDRAISING ACTIVITIES PLANNED (If applicable):

Homecoming, Winter Formal, Prom, etc. As mentioned above, StuGo regularly holds events throughout the year.

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

SUBMITTED BY:  _____ 12/15/22
Signature Date

APPROVED BY:  _____ 12/15/22
Principal/Supervisor Date

 _____ 12/15/22
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: CDO

ESTIMATED NUMBER OF STUDENTS: 12

NAME OF SCHOOL GROUP/CLUB/ENTITY: Student Government

STAFF ADVISOR(S)/CHAPERONES: Brent Spencer and Jennifer Felix

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed 3

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Arizona Association of Student Councils Sate Convention

DESTINATION OF TRAVEL: Mohave High School, Bullhead City, AZ; Edgewater Resort, Laughlin, NV

DATES OF TRAVEL: 1/25/23-1/28/23

ACADEMIC BENEFITS TO STUDENTS: This is a yearly convention that brings all of the student councils in the state together. Students receive leadership training and recognition for all of their hard work over the year.

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other _____

Are expenses paid from any of the following accounts? Auxiliary _____ Tax Credits _____ Club Funds Yes
Parent Organization _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$1330.00</u>	<u>850.00.610.1001.6892.282.0000</u>
Transportation	<u>\$1000.00 (.90 per mile)</u>	<u>850.00.410.2790.6515.282.0000</u>
Meals	<u>\$300.00</u>	<u>850.00.610.2190.6892.282.0000</u>
Lodging	<u>\$1600.00</u> <i>sharing hotel with IRHS</i>	<u>850.00.610.2190.6892.282.0000</u>
Substitutes	<u>\$500.00</u>	<u>850.00.100.1001.6113.282.0000</u>
TOTAL	<u>\$4730.00</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No
IF SO, SOURCE & AMOUNTS: N/A

HOW ARE CHAPERONE EXPENSES PAID? Club funds/Tax Credit

COST TO EACH STUDENT \$ 0

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Club Funds/Tax Credit

FUNDING SOURCE(S): N/A

FUNDRAISING ACTIVITIES PLANNED (If applicable):
N/A

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

SUBMITTED BY: Jeraya Sanchez 12/16/22
Signature Date

APPROVED BY: Tara Bullyk 12/16/22
Principal/Supervisor Date

[Signature] 12/17/22
Associate Superintendent/Supintendent 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: 38

NAME OF SCHOOL GROUP/CLUB/ENTITY: Ironwood Ridge Model United Nations

STAFF ADVISOR(S)/CHAPERONES: IRMUN Sponsor: Erik Wolf; additional staff chaperones: Samantha Burgin, Lori Gipson, parent chaperones: Cynthia Carr, Joshua Custer, and Bradley Voss

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed Two for each staff member (eight total); however, two do not need subs as Assistant Principal and the school's Special Education Facilitator. Therefore, a total of four days worth of subs will be required.

ACTIVITY / EVENT / PURPOSE OF TRAVEL: EagleMUNC

DESTINATION OF TRAVEL: Boston, MA

DATES OF TRAVEL: March 23-March 26, 2023

ACADEMIC BENEFITS TO STUDENTS: Model United Nations is an opportunity for students to debate real-world issues with others from all over the country and occasionally, other nations. They have to research extensively so as to properly represent their assigned country as an UN ambassador and then take part in writing all-encompassing resolutions to problems that plague the international community.

Identify which characteristics of the Portrait of Graduate are specifically related to this event.

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Academic Content | <input checked="" type="checkbox"/> Caring | <input checked="" type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input checked="" type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other air, foot, and public transportation

Are expenses paid from any of the following accounts? Auxiliary _____ Tax Credits Club Funds Parent Organization _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$3,685.00</u> _____	<u>526-00-610-1001-6892-280-0000</u> <u>850-00-610-1001-6892-280-0000</u>
Transportation	<u>\$27,300.00</u> _____	<u>526-00-410-2790-6519-280-0000</u> <u>850-00-410-2790-6519-280-0000</u>
Meals	<u>\$2,520.00</u> _____	<u>526-00-610-2190-6892-280-0000</u> <u>850-00-610-2190-6892-280-0000</u>
Lodging	<u>\$10,800.00</u> _____	<u>526-00-610-2190-6892-280-0000</u> <u>850-00-610-2190-6892-280-0000</u>
Substitutes	<u>\$500.00</u>	<u>850-00-100-1001-6113-280-0000</u>
TOTAL	<u>\$44,805.00</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **none needed**

IF SO, SOURCE & AMOUNTS: **N/A**

* PO must be submitted and approved *prior* to travel to qualify for reimbursement.

HOW ARE CHAPERONE EXPENSES PAID? **Tax credits; chaperones can also contribute to the fundraising efforts for the event which will be deposited in the club account.**

COST TO EACH STUDENT **\$ 0**

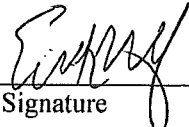
HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **There will be extensive fundraising opportunities after the trip is approved. Additionally, students will be encouraged to seek out tax credits from family and friends. Those who are more fortunate will likely contribute more to compensate for those who are less fortunate. Even so, there will be ample opportunities for those who struggle financially to help fundraise for his/her respective portion.**

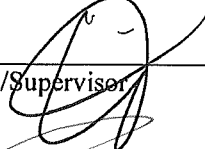
FUNDING SOURCE(S): **Club funds and tax credits.**


FUNDRAISING ACTIVITIES PLANNED (If applicable):

Car washes, movie night, and restaurant nights to name a few.

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

SUBMITTED BY:  12-19-22
Signature Date

APPROVED BY:  12/14/22
Principal/Supervisor Date

 1/5/2023
Associate Superintendent/Superintendent Date