

Final Posting: Monday June 12, 2023 at 4:00pm

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

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

**Tuesday, June 13, 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.

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

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

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

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

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

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

**2. PLEDGE OF ALLEGIANCE**

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

Tuesday, June 27, 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.

**4. RECOGNITIONS**

- |   |   |
|---|---|
| A. Recognition of Innovation Academy Odyssey of the Mind Classics Team 5 <sup>th</sup> Place Finish at World Finals | 4 |
| B. Recognition of Ironwood Ridge High School 2023 Girls Track and Field DII 800 Meter State Runner Up               | 5 |
| C. Recognition of Canyon del Oro High School 2023 4A Baseball State Champions                                       | 6 |

**5. INFORMATION<sup>2</sup>**

- |                                    |    |
|------------------------------------|----|
| A. Oro Valley Town Update          | 7  |
| B. Superintendent's Report         | 8  |
| C. Status of Construction Projects | 17 |
| D. Periodic Legislative Review     | 35 |

**6. PUBLIC COMMENT<sup>1</sup> (30 Minutes Maximum)**

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

- |   |     |
|---|-----|
| A. Approval of Appointment of Administrative Personnel  | 61  |
| B. Approval of Appointment of Non-Administrative Personnel  | 71  |
| C. Approval of Personnel Changes  | 77  |
| D. Approval of Leave(s) of Absence  | 104 |
| E. Approval of Separation(s) and Termination(s)   | 106 |
| F. Approval of Stipend for Coaching Volunteers  | 111 |
| G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,789,240.55   | 113 |
| H. Acceptance of Gifts  | 114 |
| I. Receipt of April 2023 Report on School Auxiliary and Club Balances   | 116 |
| J. Approval of Parent Support Organization(s) - 2023-2024   | 125 |
| K. Approval of Sole Source Vendors for Fiscal Year 2024   | 129 |
| L. Approval of Cooperative Purchasing Contracts for Fiscal Years 2023 and 2024  | 131 |
| M. Approval of Multi-Term Contracts for Fiscal Year 2024  | 132 |
| N. Approval of Purchase Agreement and Grant of Easement in Lieu of Condemnation for Public Improvement Project Known as Roger Road – Romero Road to Oracle Road – Prop 407 and Authorization for District Administration to Execute Documents on Behalf of the District to Complete the Transaction | 136 |
| O. Approval of Intergovernmental Agreement with the Pima County Joint Technological Education District No. 11   | 168 |
| P. Approval of Intergovernmental Agreement with Pima Community College District for Child Care Access Means Parents in School Grant   | 182 |
| Q. Approval of Intergovernmental Agreement with Pima Community College District for Dual Enrollment   | 188 |
| R. Approval of New Rates to Lease Off-Duty Police Officers from Oro Valley Police Department for Extracurricular Needs  |     |

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S. Approval of Arizona Department of Administration School Facilities Division Building  
Renewal Grants 218

8. **STUDY**<sup>4</sup>  
A. Presentation on K-12 Core Content and Program Curriculum Work 327
9. **STUDY/ACTION**  
A. Study/Action of Proposed Recommendations for K – 12 Grading and Assessment 440  
1. Revisions to Governing Board Policy IKA (Grading / Assessment Systems)  
2. New District Regulation IKA – R (Elementary and Secondary Grading and Assessment)  
3. New District Exhibit IKA – E (Work Habits / Citizenship Rubric)
10. **PUBLIC COMMENT**<sup>1</sup> (30 Minutes Maximum)
11. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
12. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at [www.amphi.com](http://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: June 13, 2023**

**TITLE: Recognition of Innovation Academy Odyssey of the Mind Classics Team 5<sup>th</sup> Place Finish at World Finals**

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**BACKGROUND:**

Odyssey of the Mind is an international competition that provides creative problem-solving opportunities for students from kindergarten through college. Amphitheater Public Schools continues to be the top district in participation and achievement in the Arizona Odyssey of the Mind program.

This year, 13 teams earned the right to compete during World Finals held at Michigan State University May 24-27, 2023. The OM Classics Team from Innovation Academy placed 5<sup>th</sup> in the World against 56 other Division I Classics Teams.

**Innovation Academy Classics Team  
Division 1**

**Team:**

Natalie Jacobs  
Morgan Friezen  
Lily Poyas  
Aurelia Willard  
Luke Weede  
Amelia Weede  
Sora Kretze

**Coaches:** Patricia Patchin and Cory Friezen

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**RECOMMENDATION:**

This is presented for the Board's information and recognition.

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**INITIATED BY:**

Michelle Valenzuela, Communications Director

Date: June 6, 2023

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** June 13, 2023

**TITLE:** Recognition of Ironwood Ridge High School 2023 Girls Track and Field DII 800 Meter State Runner Up

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**BACKGROUND:**

The Ironwood Ridge High School track team competed at Mesa Community College, home of the Arizona Interscholastic Association Track State Championships, on May 5 and 6, 2023. The following student athlete will be recognized for her outstanding effort and achievement:

Ironwood Ridge High School Track Team Runner Up:

Eleanor Korten Kamp DII 800 Meter

**Head Coach:**

Michael Smith

**Assistant Coach:**

Emily Bartz

**Assistant Coach:**

Bob Jones

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**RECOMMENDATION:**

This item is for the Governing Board's information and recognition.

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**INITIATED BY:**

Armando Soto, Director of Interscholastic

Date: June 2, 2023

Todd A. Jaeger, J.D., Superintendent



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

**DATE OF MEETING: June 13, 2023**

**TITLE: Recognition of Canyon del Oro High School 2023 4A Baseball State Champions**

**BACKGROUND:**

The Canyon del Oro High School baseball team qualified as the 5<sup>th</sup> seed in the 4A state tournament. The tournament started on April 29th and ended on May 15th. Canyon del Oro High School won 5 consecutive games to become the 2023 4A AIA State Champions.

**Seniors:**

Lucas Casey  
Jacob Charlson  
Adrien Marquez  
Samuel Martinez  
Senbetu Rogers

**Sophomores:**

Brandon Boone  
Marcelino Encinas  
Austin McGhee  
Brady Mitchell  
Jack Mitchell  
Tarrell Reid

**Juniors:**

Ernesto Alvarez  
Christopher Humphreys  
Michael Jones  
Emry Lopez  
Jackson Kokoskie  
Ryan Madsen  
Grant Young

**Freshman:**

Jorge Acuna  
DiAngelo Alexander  
Regen Mazura  
Dillon Weidner  
Evan Wheeler  
Sean Young

**Head Coach:**

Jason Hisey

**Assistant Coaches:**

Andrew Basye  
Robert Campillo  
Christopher Cox  
Ivan Estrella  
Mario Gonzalez  
Matthew Macias  
Dennis Toia

**RECOMMENDATION:**

This item is for the Governing Board's information and recognition.

**INITIATED BY:**

Armando Soto, Director of Interscholastic

Date: June 2, 2023

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** June 13, 2023

**TITLE:** Oro Valley Town Update

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**BACKGROUND:**

Oro Valley Councilmember Joyce Jones-Ivey will present an update on the Town of Oro Valley. Ms. Jones-Ivey is the council liaison to the Amphitheater School District.

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**RECOMMENDATION:**

This item is presented for the Board's information.

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**INITIATED BY:**

**Date:** June 1, 2023

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

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Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** June 13, 2023

**TITLE:** Superintendent's Report

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**BACKGROUND:**

The Superintendent will provide a brief review of recent and future activities in the District and community.

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**RECOMMENDATION:**

This item is presented for the Board's information.

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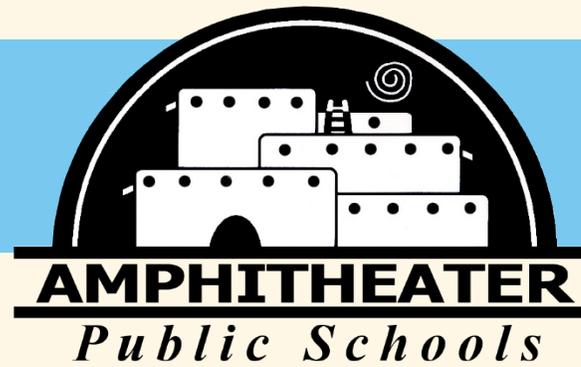
**INITIATED BY:**

**Date:** June 2, 2023

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

---

Todd A. Jaeger, J.D., Superintendent



June 13, 2023

9

# Superintendent's Report





# Class of 2023: CDO



One of the most exciting times of the year: Graduation Week! Congrats to our Class of 2023! They are all the Pride of Amphi.



# Class of 2023: Ironwood Ridge





# Class of 2023: Amphi High





# Around the Schools



Summer school is under way at our elementary, middle and high schools. Here we see students learning at Copper<sup>13</sup> Creek Elementary School, (left) and Amphi Middle School. Each school is offering hands-on educational experiences to help students extend their learning.



# Around the Schools



Prince Elementary School students are also hard at work this summer as part of the Amp Up! summer school program. Prince students were recipients of Summer Fun Kits, shown at right, provided by Santa's Workshop. The kits contain activities and resources for students and were delivered by "elves," to our students. Santa's Workshop is a nonprofit organization in Tucson that collects donations to support children in the community. Thank you, Santa's Workshop!



# Odyssey of the Mind



13 District teams competed against approximately 750 teams from all over the world.

Board President Day (Arizona's State OM Director) and I attended – cheering our teams on!

More about outcomes later, but here are some of our incredible teams! <sup>15</sup>

Left: CDO's Vehicle Team



# Odyssey of the Mind



Cross Theatrical Team (Left) and Harelson Vehicle Team (Below)





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

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**DATE OF MEETING:** June 13, 2023

**TITLE:** Status of Construction Projects

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**BACKGROUND:**

Administration will present the Governing Board with current information on the status of construction projects funded with State of Arizona School Facilities Division, ESSER and Bond Funding.

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**RECOMMENDATION:**

For information and discussion only.

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**INITIATED BY:**

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: June 5, 2023

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

Todd A. Jaeger, J.D., Superintendent

# **Building Renewal Grant Program Evolution**

## **School Year 2018/2019 to Present**

### **SY 2018-2019**

**Organizational Structure:** School Facilities Board (SFB) Administrator, District Liaisons, and support staff. Appointed Board of Directors.

**Building Renewal Fund Appropriations:** \$32M

**Grant Process:** Districts apply for grant to correct Minimum Adequacy Guideline (MAG) deficiency. District Liaison review of request and recommendation for grant award to the board. Board of Directors approve grant award/funding.

### **Project Flow**

Assessment Phase

Design Phase

Construction Phase

District must submit individual grant requests for each phase with \$ amount. SFB issues separate Terms & Conditions for each Project Phase.

## **SY 2023-2024**

**Organizational Structure:** School Facilities Division (SFD) of the Arizona Department of Administration - Administrator, District Liaisons, and support staff. Appointed Oversight Board of Directors.

**Building Renewal Fund Appropriations:** \$200M

**Grant Process:** Districts apply for grant to correct MAG deficiency. District Liaison review and approval of grant award and phase grant funding.

### **Project Flow**

Grant approved with required phase grants (assessment, design, and construction) assigned. No \$ amount awarded with grant award. SFD issues Terms & Conditions for complete project.

Districts submit individual phase grant requests for each assigned phase grant with \$ amount.

## Highlights

### **Cross Parking Lot Restoration – Bond & Adjacent Ways Funds**



## Cross Roof Replacement – BRG Funds



## Holaway Front Office Renovation (Construction Progress) - Bond Funds



22



5

## Innovation Railing Installation – Bond Funds



## Prince Classroom Flooring Upgrades (Construction Progress) – Bond Funds



## Wilson Music Room Carpet Replacement – Bond Funds



**Status of Construction Projects**  
**6/13/23 Governing Board Meeting**

President Day, Vice President Cox Golder, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with School Facility Division Building Renewal Grant (BRG), Bond and ESSER funding.

**AHS:**

**Bond Projects**

Campus Access Control Improvements \$274,274  
- 85% Complete

Back Up Generators for MDF Rooms – Procurement

Main Entrance Security Upgrades – Summer Project \$93,188

Bldg D Handicap Access Improvements (Ramp) \$86,512  
- Summer Project

South Campus Security Fencing Upgrades \$129,945  
- Summer Project

East Parking Lot Improvements \$22,487  
- Summer Project

**Adjacent Ways Projects**

Southwest Campus Fire Lane Paving – Summer Project \$38,381

Main Entrance Fire Lane Paving - Summer Project \$48,684

**BRG Projects**

CP #3 Hot Water Line Replacement Design \$13,315  
- Design 50% Complete

300 Wing – Structural Repairs Construction \$457,214  
- Under Construction

Campus Roof Replacements	
PH I, East Campus – Design Grant Submitted	\$71,940
PH II, West Campus – Assessment – PO Issued	\$5,565
Bldg DN Evaporative Cooler to A/C Conversion	\$896,784
- Under Construction	
CP # 2 Hot Water Line Replacement Design – PO Issued	\$14,195
CP # 3 Water Treatment Equipment Repair	\$2,430
- PO Issued	

**CDO:**

**Bond Projects**

Building BN HVAC Controls Improvement	\$10,358
- Summer Project	

**ESSER Projects**

Building BN HVAC Improvements - Fall Project	\$281,183
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**BRG Projects**

Campus Weatherization Assessment	
- PH I, W Campus – PO Issued	\$8,100
- PH II, E Campus – PO Issued	\$8,130
North Gym Evaporative Cooler to A/C Conversion	\$1,208,101
- Units ordered – Fall '23 Project	

**IRHS:**

**Bond Projects**

Irrigation Well Design - Complete	\$58,538
Main Gym Bleacher Repairs – Construction Start 6/12	\$59,983
Main Gym & Auditorium Painting – PO Issued - Construction Start 6/12	\$133,824
Main Gym Floor Re-Finish – Construction Start 7/17	\$46,314
CP Plant Control Valve Replacements – Fall Project	\$187,802
Front Parking Lot Improvements – Const. Start 6/12	\$57,891

**Adjacent Ways Projects**

Central Plant Fire Lane Pavement R&R - Construction Start 6/19	\$45,000
Front Fire Lane R&R – Construction Start 6/12	\$100,304

**BRG Projects**

Weatherization Academic Buildings – Grant Submitted	\$417,263
Mold Remediation & Restoration – Summer Project	\$95,090
Classroom A105 Carpet Replacement – Grant Submitted	

**AMS:**

**Bond Projects**

Front Parking Lot Improvements \$97,118  
- Construction Start 6/21

**Adjacent Ways Projects**

Fire Lane Improvements – Construction Start 6/21 \$49,838

**ESSER Projects**

Building 300 HVAC Improvements – Fall Project \$149,647

**Copper Creek:**

**Bond Projects**

Central Plant Cooling Tower & Pump Upgrades Design \$20,450  
- PO Issued

**BRG Projects**

MPR Roof Replacement – Construction Start Mid-June \$587,299

**Coronado:**

**Bond Projects**

Boys & Girls Locker Room HVAC Improvements \$114,238  
- Fall '23 Project

Exterior Site Improvements & Flooring– PO Issued \$80,147

**Cross:**

**Bond Projects**

Parking Lot Improvements – Complete \$86,781

**Adjacent Ways Projects**

Fire Lane and Bus Lane Improvements - Complete \$82,895

**BRG Projects**

Campus Weatherization Assessment – Grant Submitted \$10,500

Campus Roof Replacement - Complete \$4,075,000

**Land Lab:**

**Bond Projects**

Building D Restroom HVAC – Procurement

**Harelson:**

**BRG Projects**

Campus Roof Assessment – Grant Submitted \$6,705

**Holaway:**

**Bond Projects**

Front Office Single Point of Entry \$106,923  
- Construction Start 5/22

Admin Office Access Controls – Summer Project \$13,907

Campus Access Control Improvements – Summer/Fall \$34,940

**Innovation:**

**Bond Projects**

Fence Improvements – Complete \$7,807

**Keeling:**

**Bond Projects**

Campus HVAC Controls – 75% Complete \$138,435

**La Cima:**

**Bond Projects**

Front Parking Lot/Student Drop Off Improvements \$129,769

- 25% Complete

**ESSER Projects**

Central Plant Chiller Replacement – January '24 Project \$425,983

**BRG Projects**

Campus Weatherization Design – Grant Submitted \$33,920

Campus Roof Assessment – Grant Submitted \$6,845

**Mesa Verde:**

**BRG Projects**

Campus Roof Replacement \$1,601,623

East Classrooms - 95% Complete

West Classrooms - 50% Complete

Admin – 95% Complete

MPR – 95% Complete

**Nash:**

**Bond Projects**

Kitchen HVAC Replacement – Fall Project \$32,835

**ESSER Projects**

Building I HVAC Improvements – Fall Project \$156,101

**BRG Projects**

Campus Roof Assessment – Grant Submitted \$7,705

CP Water Treatment Equipment Repair \$1,047

- PO Issued

**Painted Sky:**

**ESSER Projects**

HVAC Replacement Classrooms 114,115 & 116 \$43,903  
- Complete

**BRG Projects**

Fire Alarm Replacement Design – 75% Complete \$25,460  
  
Boiler # 2 Replacement – Grant Submitted – Design \$19,315

**Prince:**

**Bond Projects**

Building C Ductwork, Flooring & Lighting – 15% Complete \$392,205  
- Asbestos Abatement – Complete \$18,527

**BRG Projects**

CP Water Treatment Equipment Repair – PO Issued \$1,047  
  
Campus Roof Replacement Assessment – Grant Submitted \$7,105  
  
Campus Weatherization Assessment – Grant Submitted \$9,095  
  
West Wing HVAC Coil Replacement – Grant Submitted

**Rillito:**

**Bond Projects**

Admin Office & Campus Access Controls \$46,018  
- June Project

**Rio Vista:**

**Bond Projects**

Building C Access Controls – PO Requested \$17,844

**Walker:**

**Bond Projects**

Building F Classroom Improvements \$88,100  
- Construction Start 6/20

**ESSER Projects**

Buildings B, C, D & E HVAC Improvements \$248,529  
- Complete

**BRG Projects**

CP Water Treatment Equipment Repair \$2,430  
- PO Issued

**Wilson:**

**Bond Projects**

South MPR & Locker Room HVAC - Fall Project \$183,609

Interior Improvement North MPR & Hallway Lighting \$199,980  
- Summer Project

**ESSER Projects**

CP Cooling Tower Replacements – Complete \$609,234

Campus HVAC Controls Upgrades – Complete \$255,229

**BRG Projects**

MPR Stage HVAC Replacement Design- Complete \$15,845

MPR Buildings Roof Replacement Design \$26,820  
- Grant Submitted

Campus Building Hot Water Line Replacement Design \$23,975  
- PO Issued

Campus Weatherization Assessment  
- Grant Submitted

\$12,065

*SOMETHING NEW AT EVERY SCHOOL,  
EVERY YEAR!*



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

---

**DATE OF MEETING:**      **June 13, 2023**

**TITLE:**            **Periodic Legislative Review**

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**BACKGROUND:**

This agenda item permits the Governing Board to review and discuss the status of K-12 education-related legislation proposed in the Fifty-sixth Arizona Legislature Session this year. The attachment provided with this item identifies the currently proposed legislation. Information updated/added since the Board's May 9 review is noted in **BLUE**.

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**RECOMMENDATION:**

This item is presented for the Board's information only at this time. No action is required.

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**INITIATED BY:**

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

**Date: June 5, 2023**

  
Todd A. Jaeger, J.D., Superintendent

## HOUSE OF REPRESENTATIVES

### **HR9566:**

#### **THE “AMERICAN TEACHER ACT”**

To provide grants to States to support State efforts to increase teacher salaries, and for other purposes.

#### **SEC. 2. GRANTS TO SUPPORT STATE EFFORTS TO INCREASE TEACHER SALARIES**

##### **(a) Teacher Salary Incentive Grant.—**

(1) **PURPOSE.**—The purpose of this section is to ensure that each teacher who is employed full-time at a qualifying school in a State earns an annual salary for any year of employment of not less than \$60,000 (adjusted for inflation).

##### **(2) GRANTS FOR MINIMUM SALARY THRESHOLD—**

(A) **IN GENERAL.**—From amounts made available to carry out this section, the Secretary of Education shall award 4-year grants to States. To be eligible to receive such a grant, the State educational agency shall submit an application to the Secretary at such time, in such manner, and containing such information as the Secretary may require.

*First sponsor:* Rep. F. Wilson (D – Florida, Dist. 24)

Status: 12/14 Introduced

## HOUSE BILLS

### **HB2008:**

#### **ASRS; CONTRIBUTION PREPAYMENT**

When an Arizona State Retirement System (ASRS) employer is prepaying the employer's 401 (a) pension contributions directly to ASRS, the earnings accrual rate may be a short-term investment rate of return available through ASRS, as requested by the employer and agreed to by ASRS. The requirement for the prepaying employer to elect an amortization schedule by written agreement with ASRS is deleted.

*First sponsor:* Rep. Livingston (R - Dist. 22)

Status: 4/13 Chapter 46; Governor signed; 4/10 Transmit to Governor; 4/6 Transmit to House; 4/6 Senate Third Read, passed 30-0; 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/6 Senate FIN Committee, do pass 6-0-1; 3/1 Senate Second Read; 2/28 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 57-3; 2/14 House majority and minority caucus, do pass; 1/18 House Second Read; 1/17 House First Read

### **HB2014:**

#### **STOs; SCHOLARSHIPS; CORPORATE TAX CREDITS**

Increases the aggregate dollar amount of the cap on corporate income tax credit for contributions to school tuition organizations in any fiscal year to \$10 million for FY2022-23, \$15 million for FY2023-24, and \$20 million for FY2024-25 and each fiscal year after, from \$6 million. Expands eligibility for STO scholarships to any student enrolls in a qualified school in kindergarten through 12th grade. Beginning in 2023, the maximum amount of an STO scholarship or tuition grant is increased to the amount of state aid that otherwise would be computed for the student, and the amount is no longer limited to the cost of tuition for the student to attend the qualified school. Expands the expenses that an STO scholarship or tuition grant may be used for to include textbooks, educational therapies or services from an educational aide for students with disabilities, tutoring, curricula and supplementary materials, fees for standardized tests, uniforms, public transportation services between the student's residence and the qualified school, "computer hardware and technological devices" (defined) primarily used for an educational purpose, and services provided by a public school, including individual classes and extracurricular programs.

*First sponsor:* Rep. Livingston (R - Dist. 22)

Status: 3/14 Senate Second Read; 3/13 Senate First Read; 3/13 Senate FIN Committee, do pass 4-3; 3/7 Transmit to Senate; 3/7 House Third Read, passed 31-29; 3/2 House COW, do pass

amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee, constitutional and in proper form 8-0; 2/15 House WM Committee, do pass amended 6-4; 1/10 House Second Read; 1/9 House First Read

**HB2016:**

**FOOD HANDLER CERTIFICATES; TRAINING; EXEMPTION**

Counties are prohibited from requiring a person who volunteers at a school activity or function where food is being handled or served to obtain a food handler certificate or identification card or participate in a food handler certificate training course.

*First sponsor:* Rep. Cook (R - Dist. 8)

Status: 4/13 Chapter 51; Governor signed; 4/10 Transmit to Governor; 4/6 Transmit to House; 4/6 Senate Third Read, passed 29-1; 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 60-0; 2/14 House majority and minority caucus, do pass; 1/17 House Second Read; 1/11 House First Read

**HB2054:**

**DROPOUT RECOVERY PROGRAMS; REPORT; POSTING**

The Arizona Department of Education (ADE) is required to post the annual report on the Dropout Recovery Program on the ADE website.

*First sponsor:* Rep. Bliss (R - Dist. 1)

Status: 1/18 House Second Read; 1/17 House First Read

**HB2057:**

**CLASSROOM-BASED PREPARATION PROGRAM; EMPLOYMENT**

School districts and charter schools are required to classify each candidate enrolled in a classroom based preparation program provided by the district or school as a paid employee.

*First sponsor:* Rep. Diaz (R - Dist. 14)

Status: 4/18 Chapter 88; Governor signed; 4/13 Transmit to Governor; 4/12 Transmit to House; 4/12 Senate Third Read, passed 29-0-1; 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 60-0; 2/14 House majority and minority caucus, do pass; 1/18 House Second Read; 1/17 House First Read

**HB2060:**

**PUBLIC SCHOOLS; REQUIREMENTS; REVISIONS**

Charter schools are allowed to designate the uniform system of financial records as prescribed in statute for school districts as the accounting system that the charter school will use to comply with financial data submission requirements and are no longer required to use the uniform system of financial records.

*First sponsor:* Rep. Grantham (R - Dist. 12)

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 3/1 Senate Second Read; 2/28 Senate First Read; 2/23 Transmit to Senate; 2/22 House Third Read, passed 59-0-1; 2/22 House COW, do pass amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee, constitutional and in proper form 8-0; 2/14 House ED Committee, do pass amended/strike-everything 10-0; 1/18 House Second Read; 1/17 House First Read

**HB2068:**

**TEAM DESIGNATIONS; BIOLOGICAL SEX; REPEAL**

Be it enacted by the Legislature of the State of Arizona:

Section 1. Repeal, Section 15-120.02, Arizona Revised Statutes, is repealed.

*First sponsor:* Rep. Gutierrez (D - Dist. 18)  
Status: 1/18 House Second Read; 1/17 House First Read

**HB2071:  
SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION**

A teacher, principal or other school employee is prohibited from subjecting a student to "corporal punishment" (defined).

*First sponsor:* Rep. Terech (D - Dist. 4)  
Status: 1/18 House Second Read; 1/17 House First Read

**HB2074:  
INNOVATIVE ASSESSMENT PILOT PROGRAM; APPROPRIATIONS**

The State Board of Education is required to conduct a three-year Innovative Assessment Pilot Program during the 2023-2024, 2024-2025 and 2025-2026 school years. The Board is required to issue a request for proposals to contract with the provider of an innovative assessment, and requirements for the assessment are established. Any school operated by a school district or charter school may apply to the Board to participate in the Program, and the Board is required to select a representative sample of schools from among the applicants to participate. The Board is required to submit a report summarizing the results of the Program to the Governor and the Legislature by December 31, 2026. The Program self-repeals April 1, 2027. Appropriates \$750,000 in FY2023-24, \$1.5 million in FY2024-25, and \$1.75 million in FY2025-26 from the general fund to the Board for the Program.

*First sponsor:* Rep. Terech (D - Dist. 4)  
Status: 1/18 House Second Read; 1/17 House First Read

**HB2075:  
SCHOOL BLUEPRINTS; PUBLIC RECORDS; EXEMPTION**

School building blueprints are not public records and are exempt from public records laws

*First sponsor:* Rep. Terech (D - Dist. 4)  
Status: 2/28 House AD COW, do pass amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee, constitutional and in proper form 8-0; 2/15 House GOV Committee, do pass 9-0; 1/30 House Second Read; 1/26 House First Read

**HB2114:  
APPROPRIATION; FINANCIAL AID TRUST FUND**

In addition to any other appropriation made in fiscal year 2023-2024, the sum of \$36,700,000 is appropriated from the state general fund in fiscal year 2023-2024 to the financial aid trust fund established pursuant to section 15-1642, Arizona Revised Statutes. The appropriation made in subsection A of this section is exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations.

*First sponsor:* Rep. Salman (D - Dist. 8)  
Status: 1/24 House Second Read; 1/23 House First Read

**HB2140:  
SCHOOLS; FEMININE HYGIENE PRODUCTS; APPROPRIATION**

Section 1. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A school that is operated by a school district or charter school and that serves students in any of grades six through twelve shall make feminine hygiene products available in all women's and gender-neutral restrooms in the school. Notwithstanding any other law, a school that provides feminine hygiene products pursuant to this section may not charge a student or the family of a student for a feminine hygiene product.

B. For the purposes of this section, "feminine hygiene products" includes tampons and sanitary napkins.

Sec. 2. Appropriation; department of education; feminine hygiene products; The sum of \$800,000 is appropriated from the state general fund in fiscal year 2023-2024 to the department of education to distribute to school districts and charter schools to provide feminine hygiene products as prescribed in section 15-120.04, Arizona Revised Statutes, as added by this act.

*First sponsor:* Rep. Salman (D - Dist. 8)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2146:**

**FULL-DAY KINDERGARTEN STUDENTS; ADM**

For the purpose of school funding, the definition of "full-time student" is modified to require a full-day kindergarten program to meet for at least 712 hours during the school year.

*First sponsor:* Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2147:**

**SCHOOL FUNDING; INFLATION ADJUSTMENT**

Beginning in FY2023-24, the Legislature is required to increase the amount of district additional assistance and charter additional assistance by at least two percent. For FY2024-25 and each fiscal year after, the Legislature is required to increase the amount of district additional assistance and charter additional assistance by a minimum growth rate of either two percent or the change in the GDP price deflator from the second preceding calendar year to the calendar year immediately preceding the budget year, whichever is less. The amount of district additional assistance and charter additional assistance cannot be reduced below the base level established for FY2023-24.

*First sponsor:* Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2148:**

**SCHOOL DISTRICTS; EXPENDITURE LIMITATION**

For the purpose of calculating the aggregate expenditure limitation for school districts, the "base limit" is changed to the total amount of expenditures of local revenues of all school districts in FY2022-23, instead of FY1979-80. Conditionally enacted on the state Constitution being amended by passage of an unspecified House Concurrent Resolution (blank in original) at the 2024 general election.

*First sponsor:* Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2149:**

**EXCHANGE PROGRAMS; STUDENT COUNT**

Beginning in the 2023-24 school year, school district governing boards may admit nonresident foreign students in exchange programs and are no longer limited to admitted the number of foreign students equal to the number of resident students enrolled in that local education agency who are currently participating in a foreign exchange program. A school district or charter school is authorized to include foreign exchange students in the district's or charter school's student count and obtain state funding for those students.

*First sponsor:* Rep. Pawlik (D - Dist. 13)

Status: 1/18 House Second Read; 1/17 House First Read

**HB2151:**

**LITERACY ENDORSEMENT; NONCERTIFICATED TEACHERS; REQUIREMENT**

Beginning August 1, 2025, the rules adopted by the State Board of Education (SBE) that establish a literacy endorsement for certificated teachers who provide literacy instruction in kindergarten programs or grades one through five must be expanded to include a literacy endorsement or the

equivalent for noncertificated teachers who provide literacy instruction in kindergarten programs or grades one through five.

*First sponsor:* Rep. Pawlik (D - Dist. 13)

Status: 1/18 House Second Read; 1/17 House First Read

**HB2155:**

**MIDDLE SCHOOL STUDENTS; CIVICS; INSTRUCTION**

Establishes the Arizona Civics Education and Leadership Development Program within the Arizona Department of Education (ADE) to provide civics education and leadership development training to middle school students who are enrolled in a school district, charter school, or private school in Arizona. ADE is required to develop procedures for eligible nonprofit organizations to apply to be instructional service providers for the Program, and eligibility requirements are listed. By November 1 of each year, each service provider is required to report specified information on the Program to ADE, and ADE is required to compile the reports and submit them to the Governor and the Legislature. Appropriates \$300,000 from the general fund in FY2023-24 to the newly established Arizona Civics Education and Leadership Development Fund for the Program.

*First sponsor:* Rep. Livingston (R - Dist. 22)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2159:**

**PROFESSIONAL DEVELOPMENT PERSONNEL; TEACHERS; APPROPRIATION**

Appropriates \$3 million from the general fund in FY2023-24 to the Arizona Department of Education (ADE) to distribute to school districts that have a low teacher experience index for the purpose of hiring professional development and support personnel. ADE is required to distribute 50 percent of the monies to school districts in counties with a population of less than 500,000 persons and 50 percent to school districts in counties with a population of 500,000 persons or more. Establishes reporting requirements for fund recipients.

*First sponsor:* Rep. Schwiebert (D - Dist. 2)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2160:**

**SCHOOL MENTAL HEALTH PROFESSIONALS; ACADEMY**

Eligible postsecondary institutions are required to implement an Arizona School Mental Health Professionals Academy to incentivize students to enter the school psychology, school social work and school counseling professions and to commit to work as a school psychologist, school social worker or school counselor in public schools in Arizona. The Arizona Board of Regents (ABOR), in consultation with eligible postsecondary institutions, is required to develop and implement centralized administrative processes for the Academy. The Academy may include new or existing pathways to these professions and may include graduate programs but not doctoral programs. Eligible postsecondary institutions are required to provide to each student enrolled in the Academy an annual scholarship in an amount up to the actual cost of tuition and fees for a maximum of three academic years. Establishes scholarship requirements. By March 1, 2024, and each year after, ABOR is required to report specified information on the Academy to the Joint Legislative Budget Committee (JLBC) and the Governor's Office of Strategic Planning and Budgeting (OSPB). Appropriates an unspecified amount (blank in original) from the general fund in FY2023-24 to the newly established Arizona School Mental Health Professionals Academy Fund for the Academy.

*First sponsor:* Rep. Schwiebert (D - Dist. 2)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2238:**

**APPROPRIATION; SCHOOL BREAKFASTS AND LUNCHESES**

Appropriates \$106 million from the general fund in FY2023-24 to the Superintendent of Public Instruction to provide free breakfasts and lunches to students in kindergarten through 12th grade in each charter school and school district.

*First sponsor:* Rep. Aguilar (D - Dist. 26)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2291:**

**SCHOOL DISTRICTS; SUPERINTENDENTS; CONTRACTS**

A school district governing board is authorized to rescind or terminate any employment contract between a superintendent and a school district if the board determines that the superintendent has violated a district policy prescribed by the board, or if one or more schools operated by the school district have been assigned a letter grade of D or F for at least three years. If a governing board terminates an employment contract under these circumstances, the superintendent is not entitled to recover damages for the early termination of the contract or compensation for the remainder of the term of employment under the contract. Applies to all new employment contracts entered into after the effective date of this legislation.

*First sponsor:* Rep. Cook (R - Dist. 7)

Status: 4/3 Senate RULES Committee, proper for consideration; 3/29 Senate ED Committee, do pass amended/strike-everything 7-0; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 35-25; 2/21 House COW, do pass amended; 2/14 House majority and minority caucus, do pass; 1/19 House Second Read; 1/18 House First Read

**HB2294:**

**EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL**

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified House Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

*First sponsor:* Rep. Cook (R - Dist. 7)

Status: 1/23 House Second Read; 1/19 House First Read

**HB2295:**

**STO SCHOLARSHIPS; MEANS TESTING**

School tuition organizations are required to award at least 66 percent of educational scholarships or tuition grants from contributions for the purpose of income tax credits to students whose family income does not exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under the federal National School Lunch and Child Nutrition Acts.

*First sponsor:* Rep. Cano (D - Dist. 20)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2311:**

**SCHOOL BOARD MEMBERS; QUALIFICATIONS; AGE**

Establishes a minimum age of 25 for a person to qualify to be a member of a school district governing board. Session law allows persons serving as members of a school district governing board on the effective date of this legislation to continue to serve until the expiration of their

normal terms.

*First sponsor:* Rep. Jones (R - Dist. 17)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2317:**

**SCHOOL COUNSELORS; PARENTAL CONSENT**

Amending section 15-154, Arizona revised statutes; amending title 15, chapter 5, article 1, Arizona revised statutes, by adding section 15-509; amending section 15-843, Arizona revised statutes; relating to school counseling.

(g) policies on providing parents with school counseling consent forms as required under section 15-509.

A. At the beginning of each school year, each public school that offers the services of a school counselor shall provide the parent of each student enrolled in the public school with a school counseling consent form. Each parent may indicate on the school counseling consent form any topic or topics that the school counselor is prohibited from discussing with the parent's child. Except as prescribed in subsection B of this section, a school counselor may not discuss any topic with a student that the student's parent has indicated on the school counselor consent form.

B. A parent may not prohibit a school counselor from discussing either of the following with the parent's child:

1. any matter that the school counselor would be required to report under section 13-3620.
2. student safety concerns.

*First sponsor:* Rep. Jones (R - Dist. 17)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2345:**

**EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL**

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified House Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

*First sponsor:* Rep. Shah (D - Dist. 5)

Status: 1/30 House Second Read; 1/26 Assigned to House RULES and ED Committees; House First Read

**HB2352:**

**LUNCH DEBT; GRANT PROGRAM; SCHOOLS**

Establishes the No Lunch Debt Grant Program, to be administered by the Arizona Department of Education (ADE), to relieve public school students of lunch debt. Each fiscal quarter, a school district or charter school that participates in the federal National School Lunch Program is allowed to apply to ADE for a grant for up to the aggregate amount of student lunch debt that has accrued at the time of the grant application. School districts and charter schools are required to credit grant monies to the meal account of students who incurred the lunch debt. Appropriates \$2 million from the general fund in FY2023-24 to the newly established No Lunch Debt Fund.

*First sponsor:* Rep. Contreras (D - Dist. 12)

Status: 1/26 House Second Read; 1/25 House First Read

**HB2353:****PUPILS; UNPAID SCHOOL MEAL FEES**

Public schools are required to ensure that a student whose parent or guardian has not paid the student's school meal fees is not shamed, treated differently, or served a meal that differs from what a student with no unpaid fees would receive. School personnel and volunteers at a public school that serves meals to students during the instructional day are prohibited from taking disciplinary action against a student that results in the denial or delay of a meal.

*First sponsor:* Rep. Contreras (D - Dist. 12)

Status: 1/30 House Second Read; 1/26 House First Read

**HB2354:****LOCAL AGRICULTURE; PUBLIC SCHOOLS; PROGRAM**

Establishes the Farm to School Program within the Arizona Department of Agriculture (AZDA) to connect farmers in Arizona with schools in Arizona to provide locally grown agricultural products for inclusion in school meals and strengthen local farming economies. Establishes an 8-member Farm to School Task Force to provide recommendations to AZDA on the Program and related issues. By January 1, 2025 and each year after, the Task Force is required to submit a report of its findings and recommendations to the Governor and the Legislature.

*First sponsor:* Rep. Contreras (D - Dist. 12)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2361:****SCHOOLS; ACADEMIC STANDARDS; SOCIAL STUDIES**

The competency requirements for high school graduation that the State Board of Education is required to prescribe for social studies must include the history and contributions of Asian Americans and Pacific Islanders in the U.S. and Arizona. Session law allows SBE to implement this legislation during the next update to the social studies standards.

*First sponsor:* Rep. Sun (D - Dist. 22)

Status: 1/30 House Second Read; 1/26 House First Read; 1/26 House First Read

**HB2396:****STUDENT ACTIVITY FEES; CONSCIENCE EXEMPTION**

The Arizona Board of Regents is required to provide an exemption from the requirements to pay student activity fees if the payment would violate the student's conscience or if the student meets any of a list of reasons for exemption, including objecting on religious or moral grounds, financial hardship, and part-time status.

*First sponsor:* Rep. Smith (R - Dist. 29)

Status: 1/19 House Second Read; 1/18 House First Read

**HB2403:****JROTC; PUBLIC SAFETY ACADEMY; GRANTS**

Establishes the Save Our Streets Grant Fund, to be administered by the Arizona Department of Education (ADE) and used to award grants of up to \$250,000 on a first-come, first-served basis to school districts and charter schools to establish a Junior Reserve Officers' Training Corps (JROTC) Program at a high school within the district or charter school, or to establish a Public Safety Teen Academy at any public high school in Arizona to provide students with an opportunity to learn about careers in public safety, which may include training on a number of law enforcement and emergency response skills. Appropriates \$5 million from the general fund in FY2023-24 to

the Fund.

*First sponsor:* Rep. Gress (R - Dist. 4)

Status: 1/24 House Second Read; 1/23 House First Read

**HB2407:**

**PRESCHOOL PILOT PROGRAM; APPROPRIATION**

The Arizona Department of Education (ADE) is required to develop a Preschool Pilot Program for providing early childhood education in up to five school districts in Arizona during the 2024-25 through 2026-27 school years. ADE is required to establish application procedures and is required to prioritize school districts that are rural or that have at least 60 percent of enrolled students who are eligible for free or reduced-price lunches under the federal National School Lunch and Child Nutrition Acts. Appropriates \$3 million from the general fund in FY2023-24 to ADE for the Program.

*First sponsor:* Rep. Terech (D - Dist. 4)

Status: 1/26 House Second Read; 1/25 House First Read

**HB2410:**

**PUBLIC SCHOOLS; CONTRACTS; EARLY TERMINATION**

School district governing boards and charter school governing bodies are required to include in each "administrative contract" (defined) that has a term longer than one year a provision that allows the school district or charter school to rescind or terminate the contract if the charter school or one or more schools operated by the school district have been assigned a letter grade of D or F, and that stipulates that if a contract is terminated under these circumstances, the school district or charter school is not liable for damages for the early termination of the contract or for outstanding obligations under the contract. Applies to any new administrative contract executed after the effective date of this legislation.

*First sponsor:* Rep. Gress (R - Dist. 4)

Status: 1/23 House Second Read; 1/19 House First Read

**HB2413:**

**TEACHERS; WATER CONSERVATION INSTRUCTION; APPROPRIATION**

Establishes the Arizona Water Conservation Instruction Fund, to be administered by the Arizona Department of Education (ADE) to be used for grants for teachers to pay for the costs of attending a professional development training course on providing instruction in water conservation and drought management. The Fund self-repeals January 1, 2031. Appropriates \$100,000 from the general fund in FY2023-24 to the Fund.

*First sponsor:* Rep. Terech (D - Dist. 4)

Status: 1/23 House Second Read; 1/19 House First Read

**HB2428:**

**PRIVATE UNIVERSITIES; ARIZONA TEACHERS ACADEMY**

A degree-granting private postsecondary educational institution in Arizona that offers postbaccalaureate teacher preparation programs that lead to teacher certification is authorized to participate in the Arizona Teachers Academy (ATA) and receive monies from the ATA Fund. Reimbursement for an ATA scholarship provided by a degree-granting private postsecondary educational institution is prohibited from exceeding the remainder of the average in-state tuition and fees charged by universities under the jurisdiction of the Arizona Board of Regents, minus other gifts and aid awarded to the student.

*First sponsor:* Rep. Gress (R - Dist. 4)

Status: 5/16 Governor vetoed; 5/10 Transmit to Governor; 5/10 Transmit to House; 5/9 Senate Third Read, passed 16-14; 4/3 Senate COW, do pass; 3/21 Senate majority and minority caucus, do pass; 3/20 Senate RULES Committee, proper for consideration; 3/15 Senate ED Committee, do pass 4-3; 3/7 Senate Second Read; 3/6 Senate First Read; 3/1 Transmit to Senate; 2/28 House Third Read, passed 31-28-1; 2/28 House COW, do pass; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House First Read

**HB2436:**

**STUDY COMMITTEE; EDUCATOR HEALTH INSURANCE**

Establishes a 9-member Study Committee on Educator Health Insurance Costs to examine the costs to both school districts and district employees associated with providing health insurance to district employees and their dependents and recommend ways to provide high quality health insurance in an affordable manner. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by November 1, 2024, and self-repeals November 1, 2025.

*First sponsor:* Rep. Sandoval (D - Dist. 23)

Status: 2/8 House Second Read; 2/7 House First Read; 1/12 Introduced

**SB1305 FOR HB2458:**

**RACE; ETHNICITY; PROHIBITED INSTRUCTION**

A public school, school district, or "state agency" (defined), or an employee of a public school, school district, or state agency is prohibited from providing or allowing any person to provide instruction to students or employees that promotes or advocates for any of a list of concepts related to race and ethnicity, including that one race or ethnic group is inherently morally or intellectually superior to another race or ethnic group, that an individual, by virtue of the individual's race or ethnicity, is inherently racist or oppressive, that an individual, by virtue of the individual's race or ethnicity, bears responsibility or blame for actions committed by other members of the same race or ethnic group, and that academic achievement, meritocracy or traits such as a hard work ethic are racist or were created by members of a particular race or ethnic group to oppress members of another race or ethnic group. A student, employee, or parent of a student is authorized to file a complaint with an appropriate administrator alleging a violation or violations of this prohibition, to appeal an administrator's determination to the school board, and to file a complaint with the State Board of Education (SBE) or State Superintendent of Public Instruction (SSPI) for an alleged violation after the school or agency has had the opportunity to resolve the complaint. If SBE or the SSPI determines a school, district, or agency is in violation, SSE or the SSPI may impose a civil penalty of up to \$5,000 per violation. Employees may be subject to disciplinary action, including the suspension or revocation of the person's teacher certificate.

*First sponsor:* Rep. Pingerelli (R - Dist. 28)

Status: 3/9 Governor action, vetoed; 2/21 House COW, do pass; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House First Read

**HB2459:**

**SCHOOLS; GOVERNING BOARD MEMBERS; EMPLOYMENT**

A school district is prohibited from employing, including through a third-party contractor that provides services to the school district, any person who served as a member of the school district governing board during the preceding two years.

*First sponsor:* Rep. Pingerelli (R - Dist. 28)

Status: 5/1 Chapter 108; Governor signed; 4/26 Transmit to Governor; House Final Read, passed 33-25-1; 4/5 Transmit to House; 4/5 Senate Third Read, passed 16-14; 4/3 Senate COW, do pass amended; 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 33-27; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House First Read

**HB2460:****SUSPENSION; REQUIREMENTS; K-4 STUDENTS**

Statutory requirements that must be met in order to suspend or expel a student in kindergarten through fourth grade do not apply to a suspension for two days or less or to an expulsion required due to a student bringing a firearm to school.

*First sponsor:* Rep. Pingerelli (R - Dist. 28)

Status: 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 41-19; 2/14 House majority and minority caucus, do pass; 1/24 House Second Read; 1/23 House First Read

**HB2474:****SCHOOL IMMUNIZATIONS; EXCLUSIONS**

An immunization for which a U.S. Food and Drug Administration emergency use authorization has been issued is not required for school attendance.

*First sponsor:* Rep. Montenegro (R - Dist. 29)

Status: 4/18 Governor vetoed; 4/13 Transmit to Governor; 4/12 Transmit to House; 4/12 Senate Third Read, passed 17-12-1; 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/7 Senate HHS Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-28-1; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House First Read

**HB2513:****SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE**

Beginning in the 2025-2026 school year, the State Board of Education is required to include in the academic standards for students in kindergarten through grade 12 instruction relating to the Native American experience in Arizona that includes instruction on tribal history, sovereignty issues, culture, treaty rights, government, socioeconomic experiences, and current events, and that is historically accurate, culturally relevant, community based, contemporary and developmentally appropriate. The Board is required to provide professional development to teachers and administrators relating to the instruction, and to ensure that the federally recognized Indian tribes in Arizona have the opportunity to collaborate in developing the instruction. The Board is required to submit a report on implementing the instruction to the Governor and the Legislature by October 15 of 2024, 2025 and 2026.

*First sponsor:* Rep. Peshlakai (D - Dist. 6)

Status: 1/23 House Second Read; 1/19 House First Read

**HB2514:****DAILY ROUTE MILEAGE; CALCULATION**

If the daily route mileage of a school district is lower in FY2022-23 than it was in FY2018-19, the daily route mileage of the school district for FY2023-24 used to calculate the transportation support level in FY2023-24 is the daily route mileage from FY2018-19.

*First sponsor:* Rep. Peshlakai (D - Dist. 6)

Status: 1/23 House Second Read; 1/19 House First Read

**HB2523:****SCHOOLS; PLEDGE OF ALLEGIANCE; REQUIREMENT**

Every student in kindergarten through grade 12 is required to recite the Pledge of Allegiance to the United States flag during time set aside each day at all school districts and charter schools in Arizona. At the request of a student's parent or of a student who is at least 18 years of age, the student must be excused from this requirement.

*First sponsor:* Rep. Parker (R - Dist. 10)

Status: 3/22 Senate ED Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-29; 2/14 House majority and minority caucus, do pass; 1/24 House Second Read; 1/23 House First Read

**HB2533:****CLASSROOM INSTRUCTION; POSTING REQUIREMENTS**

Amending section 15-102, Arizona revised statutes; amending title 15, chapter 1, article 8, Arizona revised statutes, by adding section 15-189.08; relating to classroom instruction.

Each school district (and charter school) shall post an electronic copy of all of the following on its website free of charge:

- (a) each educational course of study offered by each school in the school district.
- (b) a list of all learning materials, including the source of any supplemental educational materials, that are being used in each school in the school district.
- (c) each lesson plan that is being used or implemented in each school in the school district.

*First sponsor:* Rep. Gillette (R - Dist. 30)

Status: 3/29 Senate ED Committee, held; 3/14 Senate Second Read; 3/13 Senate First Read; 3/2 Transmit to Senate; 3/1 House Third Read, passed 31-28-1; 3/1 House COW, do pass; 2/27 House majority and minority caucus, do pass; 2/14 House ED Committee, do pass 6-3; 1/26 House Second Read; 1/25 House First Read

**HB2737:****APPROPRIATION; SCHOOLS; PREMIUM SUBSIDY; RETENTION**

Appropriates \$10,000,000 from the state General Fund (GF) to the Arizona Department of Education (ADE) for an Insurance Premium Subsidy Retention Grant Program (Program). Directs ADE to award grants to school districts and charter holders for employee health and dental insurance premium subsidies for eligible teachers and support staff members.

*First sponsor:* Rep. Shah (D - Dist. 5)

Status: 2/20 House APPROP Committee, do pass amended 12-3; 2/8 House Second Read; 2/7 House First Read

**HB2748:****PUBLIC SCHOOLS; STUDENT DISCIPLINE; ABSENTEEISM**

School districts and charter schools are prohibited from imposing suspension as a penalty for a student's unexcused absence or absences.

*First sponsor:* Rep. Terech (D - Dist. 4)

Status: 2/14 House ED Committee, do pass 6-3-0-1; 2/13 House Second Read; 2/9 House First Read

**HB2800:****APPROPRIATION; SCHOOLS; PREMIUM SUBSIDY; RETENTION**

Sec. 2. Title 15, chapter 2, article 2, Arizona revised statutes, is amended by adding section 15-

248.01, to read:

**15-248.01. TEACHERS; BASE SALARY INCREASES; PAY TEACHERS FIRST FUND; ANNUAL ESTIMATE; DEFINITIONS**

A. Regardless of whether a school district or charter school receives monies from the fund established by subsection E of this section, each school district and charter school in this state shall revise its salary schedule or schedules to increase the base salary of all eligible teachers who are or will be employed by a school operated by the school district or charter school as follows:

1. In fiscal year 2023-2024, \$5,000 above the base salary of fiscal year 2022-2023.
2. In fiscal year 2024-2025, \$10,000 above the base salary of fiscal year 2022-2023.

B. The base salary increases required under subsection A of this section must be the same amount for each eligible teacher without regard to teacher experience levels or teaching assignments.

...

*First sponsor:* Rep. Gress (R - Dist. 4)

Status: 3/27 House COW, do pass amended; 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 2/20 House APPROP Committee, do pass 10-5; 2/13 House Second Read; 2/9 House First Read

**HB2808:  
PUBLIC RECORDS; TIME FRAME**

A custodian of public records is required to furnish copies, printouts, or photographs within five business days after receiving a request for the records. Allows an entity to extend the time for a response for specified reasons. A public body in violation of public records request laws is subject to a civil penalty of \$500 for each day the request is unfulfilled, for up to a total of \$5,000.

*First sponsor:* Rep. Carbone (R - Dist. 25)

Status: 3/29 Senate GOV Committee, held; 3/21 Senate Second Read; 3/20 Senate First Read; 3/9 Transmit to Senate; 3/9 House Third Read, passed 57-0-3 amended; 3/9 House COW, do pass amended, amended by GOV, SUB Floor Amend to GOV - passed; 3/7 House majority and minority caucus, do pass; 2/15 House GOV Committee, do pass amended 9-0; 2/8 House Second Read; 2/7 House First Read

**HCR2001 for SCR1009:  
SCHOOL DISTRICT EXPENDITURES; AUTHORIZATION**

The Legislature authorizes school districts to spend local revenues in the amount of \$1,385,809,642 in excess of the expenditure limitation prescribed pursuant to the state Constitution in FY2022-23. This authorization is effective only on the approval of this resolution by at least 2/3 of the membership of each house of the Legislature by roll call vote on or before March 1, 2023.

*First sponsor:* Rep. Cook (R - Dist. 7)

Status: 2/9 Transmit to Secretary of State; 2/8 Transmit to House; 2/8 Senate Third Read, passed 23-7; 2/7 Transmit to Senate; 2/7 House Third Read, passed 46-14; 2/6 House majority caucus, do pass; 1/10 House Second Read; 1/9 House First Read

**HCR2005:  
SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

*First sponsor:* Rep. Gutierrez (D - Dist. 18)

Status: 1/24 House Second Read; 1/23 House First Read

**HCR2015:****SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

*First sponsor:* Rep. Cook (R - Dist. 7)

Status: 1/23 House Second Read; 1/19 House First Read

**HCR2022:****SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

*First sponsor:* Rep. Shah (D - Dist. 5)

Status: 1/30 House Second Read; 1/26 House First Read

**HCR2026:****SCHOOLS; ENGLISH LANGUAGE LEARNERS; REQUIREMENTS**

The 2024 general election ballot is to carry the question of whether to amend state statute to repeal and replace provisions related to English language learners. Public schools are required to ensure that all English language learners receive the highest quality education, master the English language and access high quality, innovative research-based language programs. School districts and charter schools are authorized to establish dual-language immersion programs for both native and nonnative English speakers. Directs Legislative Council to prepare conforming legislation.

*First sponsor:* Rep. Sandoval (D - Dist. 23)

Status: 1/30 House Second Read; 1/26 House First Read

## SENATE BILLS

### **SB1001:**

#### **PRONOUNS; BIOLOGICAL SEX; SCHOOL POLICIES**

An employee or independent contractor of a school district or charter school is prohibited from knowingly addressing or referring to a student who is under 18 years of age by a pronoun that differs from the student's biological sex without written permission from the student's parent. A school district or charter school is prohibiting from requiring an employee or independent contractor to address or refer to a person by a pronoun that differs from the person's biological sex if doing so is contrary to the employee's or contractor's religious or moral convictions. School boards are required to adopt policies to implement these requirements.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: [5/19 Governor vetoed](#); [5/17 Transmit to Governor](#); [5/15 Transmit to Senate](#); [5/15 House Third Read, passed 31-27-1](#); 4/25 House COW, do pass; 4/11 House majority and minority caucus, do pass; 4/10 House RULES Committee, constitutional and in proper form 5-3; 4/3 House APPROP Committee, do pass 9-6; 3/28 House ED Committee, withdrawn; 3/8 House Second Read; 3/7 House First Read; 3/2 Transmit to House; 3/1 Senate Third Read, passed 16-12-2; 3/1 COW action, do pass amended; 2/28 Senate majority and minority caucus, do pass; 2/27 Senate RULES Committee, proper for consideration 4-3; 1/18 Senate ED Committee, do pass amended 4-3; 1/11 Senate Second Read; 1/10 Senate First Read

### **SB1005:**

#### **UNJUSTIFIED ACTIONS; PARENTAL RIGHTS**

Except in "unjustified actions" (defined elsewhere in statute), the court is prohibited from granting attorney fees, expenses, or damages to a governmental entity or official for a claim or defense asserted in a suit brought by a parent based on a violation of statutory parental rights.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: 4/11 Governor vetoed; 4/5 Transmit to Governor; 4/4 Transmit to Senate; 4/4 House Third Read, passed 31-28-1; 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House JUD Committee, do pass 5-2-0-1; 2/28 House Second Read; 2/27 House First Read; 2/16 Transmit to House; 2/16 Senate Third Read, passed 16-12-2; 2/16 COW action; 2/7 Senate majority and minority caucus, do pass; 1/11 Senate Second Read; 1/10 Senate First Read

### **SB1040:**

#### **PUBLIC SCHOOLS; RESTROOMS; REASONABLE ACCOMMODATION**

A public school is required to provide a reasonable accommodation to any person who is unwilling or unable to use either a multi-occupancy restroom or changing facility designated for the person's "sex" (defined) and located in a public school building or multi-occupancy sleeping quarters while attending a public school-sponsored activity, and who requests in writing a reasonable accommodation from the public school. Any person whose written request for a reasonable accommodation is denied by the public school has a private cause of action against the public school unless the public school can demonstrate that the accommodation would cause an undue hardship. Any person who encounters a person of the opposite sex in a multi-occupancy restroom or changing facility designated for the person's sex and located in a public school building or who is required by a public school to share sleeping quarters with a person of the opposite sex has a private cause of action against the public school if the public school gave the person of the opposite sex permission to use the restroom, changing facility, or sleeping quarters.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: [6/8 Governor vetoed](#); [6/2 Transmit to Governor](#); [5/15 Transmit to Senate](#); [5/15 House Third](#)

Read, passed 31-27-1; 4/10 House COW, do pass; 4/4 House majority and minority caucus, do pass; 4/4 House RULES Committee, constitutional and in proper form 5-3; 3/28 House ED Committee, do pass 6-4; 3/6 House Second Read; 3/2 House First Read; 3/1 Transmit to House; 2/28 Senate Third Read, passed 16-14; 2/28 CO, do pass; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration 4-3; 2/15 Senate ED Committee, do pass 4-2-1; 2/1 Senate Second Read; 1/31 Senate First Read

**SB1042:**

**SCHOOL DISTRICTS; AGGREGATE EXPENDITURE LIMITATION**

For the purpose of calculating the aggregate expenditure limitation for school districts, the "base limit" is changed to the total amount of expenditures of local revenues of all school districts in FY2024-25, instead of FY1979-80. Conditionally enacted on the state Constitution being amended by passage of an unspecified Senate Concurrent Resolution (blank in original) at the 2024 general election. Applies to fiscal years beginning July 1, 2025, and after.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

**SB1043:**

**EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL**

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified Senate Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

**SB1044:**

**STUDENT DISCIPLINE; NONATTENDANCE; SUSPENSION; REQUIREMENTS**

If a student is suspended from school for nonattendance, including being truant or having an unexcused absence for less than one class period during the day, the person imposing the suspension is required to transfer the suspended student to a location on school premises that is isolated from other students and provide the suspended student with academic work during the suspension period.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/21 Senate COW, do pass amended; 2/7 Senate majority and minority caucus, do pass; 1/23 Senate Second Read; 1/19 Senate First Read

**SB1054:**

**MIDDLE SCHOOL STUDENTS; CIVICS; INSTRUCTION**

Establishes the Arizona Civics Education and Leadership Development Program within the Arizona Department of Education (ADE) to provide civics education and leadership development training to middle school students who are enrolled in a school district, charter school, or private school in Arizona. ADE is required to develop procedures for eligible nonprofit organizations to apply to be instructional service providers for the Program, and eligibility requirements are listed. By November 1 of each year, each service provider is required to report specified information on the Program to ADE, and ADE is required to compile the reports and submit them to the Governor and the Legislature. Appropriates \$300,000 from the general fund in FY2023-24 to the newly

established Arizona Civics Education and Leadership Development Fund for the Program.

*First sponsor:* Sen. Gowan (R - Dist. 19)

Status: 3/28 House ED Committee, do pass 8-2; 3/21 House Second Read; 3/20 House First Read; 3/16 Transmit to House; 3/16 Senate Third Read, passed 16-12-2; 3/15 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/14 Senate APPROP Committee, do pass amended 8-2; 2/2 Senate ED Committee, do pass amended 5-2; 1/23 Senate Second Read; 1/19 Senate First Read

**SB1146:**

**DIVESTMENT; K-12; ABORTION; EXPLICIT MATERIAL**

The State Board of Investment is required to adopt a policy, and submit a copy of the policy to the Legislature, regarding companies that donate to or invest in organizations that promote, facilitate or advocate for abortions for minors, and companies that donate to or invest in organizations that promote, facilitate or advocate for the inclusion of, or the referral of students to, "sexually explicit material" (defined) in kindergarten programs or any of grades 1 through 12. The policy must include the procedure to identify these companies and a process for divestment from the companies identified. The State Treasurer is required to divest from the companies identified.

*First sponsor:* Sen. Hoffman (R - Dist. 15)

Status: 6/5 Governor vetoed; 5/30 Transmit to Governor; 5/15 Transmit to Senate; 5/15 House Third Read, passed 31-27-1; 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House GOV Committee, do pass 5-4; 3/8 House Second Read; 3/7 House First Read; 3/2 Transmit to House; 3/1 Senate Third Read, passed 16-12-2; 2/28 Senate COW, do pass; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/13 Senate FIN Committee, do pass 4-3; 1/25 Senate Second Read; 1/24 Senate First Read

**SB1163:**

**BOND OR OVERRIDE; CONTRACTS; PROHIBITION**

Amending title 15, chapter 4, article 1, Arizona Revised Statutes, by adding section 15-408; relating to school elections.

Notwithstanding any other law, if a person makes a contribution to an entity promoting the passage of a bond or override as prescribed in article 4 or 5 of this chapter and the bond or override is approved by a vote of qualified electors, the person who makes the contribution may not bid on a contract that is funded as a result of the bond or override.

*First sponsor:* Sen. Kaiser (R - Dist. 2)

Status: 4/4 House majority and minority caucus, do pass; 4/4 House RULES Committee, constitutional and in proper form 8-0; 3/28 House COM Committee, do pass amended/strike-everything 7-3; 3/21 House Second Read; 3/20 House First Read; 2/23 Transmit to House; 2/22 Senate Third Read, passed 16-13-1; 2/22 Senate COW, do pass; 2/14 Senate majority and minority caucus, do pass; 1/26 Senate Second Read; 1/25 Senate First Read

**SB1174:**

**AVERAGE DAILY MEMBERSHIP; STUDENT WITHDRAWALS**

Amending section 15-901, Arizona Revised Statutes; relating to school district budgets.

A. In this title, unless the context otherwise requires:

1. "Average daily membership" means the total enrollment of fractional students and full-time students, minus withdrawals, of each school day through the first one hundred days or two hundred days in session, as applicable, for the current year. FOR THE PURPOSES OF THIS PARAGRAPH, "withdrawals" ~~include~~ MEANS students who are formally withdrawn from schools ~~and~~ OR students who are absent

for ten consecutive school days, except for excused absences identified by the department of education.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: [5/11 Chapter 131](#); [Governor signed](#); [5/8 Transmit to Governor](#); 5/3 Transmit to Senate; 5/3 House Third Read, passed 55-0-4; 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/14 House ED Committee, do pass 10-0; 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed amended 20-9-1; 2/21 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 1/31 Senate Second Read; 1/30 Senate First Read

### **SB1205:**

#### **FOSTER CHILDREN; EDUCATION; BEST INTEREST**

Within five days after a child enters foster care or if a child's placement changes, the child's caseworker, primary caregiver, representatives from the child's school of origin, and representatives from the child's potential new educational institution are required to determine which educational placement is in the best interest of the child. The Department of Child Safety is required to ensure that a child receives transportation to the educational institution determined to be in the child's best interest, including a charter school or educational institution located outside of the child's current school district.

*First sponsor:* Sen. Kaiser (R - Dist. 2)

Status: [5/8 Chapter 117](#); [Governor signed](#); 5/3 Transmit to Governor; 4/26 Transmit to Senate; 4/26 House Third Read, passed 54-0-5; 4/4 House majority and minority caucus, do pass; 4/4 House RULES Committee, constitutional and in proper form 8-0; 3/28 House ED Committee, do pass 9-0-0-1; 3/22 House Second Read; 3/21 House First Read; 3/15 Transmit to House; 3/15 Senate Third Read, passed 27-0-3; 3/14 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/14 Senate APPROP Committee, do pass amended 7-3; 2/2 Senate ED Committee, do pass amended 7-0; 1/31 Senate Second Read; 1/30 Senate First Read

### **SB1253:**

#### **SEX OFFENDER REGISTRATION; SCHOOL NOTIFICATION**

Amending title 13, chapter 38, article 3, Arizona Revised Statutes, by adding section 13-3828; relating to the registration of sex offenders.

A person who is required to register pursuant to section 13-3821 and who is the legal guardian of a student at a public or private school shall annually provide a notice of the person's registration status to the public or private school.

*First sponsor:* Sen. Shamp (R - Dist. 29)

Status: 4/6 Governor vetoed; 4/3 Transmit to Governor; 3/29 Transmit to Senate; 3/29 House Third Read, passed 31-26-3; 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 3/8 House JUD Committee, do pass 4-3-0-1; 3/1 House Second Read; 2/28 House First Read; 2/27 Transmit to House; 2/27 Senate Third Read, passed 16-13-1; 2/27 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/16 Senate JUD Committee, do pass amended 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

### **SB1270:**

#### **OPEN MEETINGS; CAPACITY**

Schools, school boards, executive boards, and municipalities are required to provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. The agenda for a public meeting is required to include notice of the time that the public will have physical access to the meeting place.

*First sponsor:* Sen. Kavanagh (R - Dist. 3)

Status: 4/6 Chapter 23; Governor signed; 4/3 Transmit to Governor; 3/29 Transmit to Senate; 3/29 House Third Read, passed 57-0-3; 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House GOV Committee, do pass 9-0; 3/8 House Second Read; 3/2 House First Read; 3/1 Transmit to House; 2/28 Senate Third Read, passed 16-14; 2/27 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate GOV Committee, do pass 5-2-1; 1/31 Senate Second Read; 1/30 Senate First Read

**SB1305: FOR HB2458  
RACE; ETHNICITY; PROHIBITED INSTRUCTION**

A public school, school district, or "state agency" (defined), or an employee of a public school, school district, or state agency is prohibited from providing or allowing any person to provide instruction to students or employees that promotes or advocates for any of a list of concepts related to race and ethnicity, including that one race or ethnic group is inherently morally or intellectually superior to another race or ethnic group, that an individual, by virtue of the individual's race or ethnicity, is inherently racist or oppressive, that an individual, by virtue of the individual's race or ethnicity, bears responsibility or blame for actions committed by other members of the same race or ethnic group, and that academic achievement, meritocracy or traits such as a hard work ethic are racist or were created by members of a particular race or ethnic group to oppress members of another race or ethnic group. A student, employee, or parent of a student is authorized to file a complaint with an appropriate administrator alleging a violation or violations of this prohibition, to appeal an administrator's determination to the school board, and to file a complaint with the State Board of Education (SBE) or State Superintendent of Public Instruction (SSPI) for an alleged violation after the school or agency has had the opportunity to resolve the complaint. If SBE or the SSPI determines a school, district, or agency is in violation, SBE or the SSPI may impose a civil penalty of up to \$5,000 per violation. Employees may be subject to disciplinary action, including the suspension or revocation of the person's teacher certificate.

*First sponsor:* Sen. Mesnard (R - Dist. 13)

Status: 3/9 Governor vetoed; 3/6 Transmit to Governor; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-29; 2/16 Transmit to House; 2/16 Senate Third Read, passed 16-12-2; 2/16 Senate COW, do pass; 2/14 Senate majority and minority caucus, do pass; 2/13 Senate RULES Committee, proper for consideration 4-3; 2/8 Senate ED Committee, do pass 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

**SB1323:  
SCHOOLS; SEXUALLY EXPLICIT MATERIALS; CLASSIFICATION**

Amending section 15-120.03, Arizona Revised Statutes; relating to public schools.

C. An employee or independent contractor of a public school who violates this section is guilty of a class 5 felony.

*First sponsor:* Sen. Hoffman (R - Dist. 15)

Status: 5/15 House third read, failed 30-28-1; 4/4 House majority and minority caucus, do pass; 4/4 House RULES Committee, constitutional and in proper form 8-0; 3/29 House JUD Committee, do pass 5-3; 3/21 House Second Read; 3/20 House First Read; 3/9 Transmit to House; 3/9 Senate Third Read, passed 16-13-1; 3/9 COW action, do pass; 3/7 Senate majority and minority caucus, do pass; 3/6 Senate RULES Committee, proper for consideration 4-3; 2/16 Senate JUD Committee, do pass 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

**SB1331:  
SCHOOLS; PARENTS; FIREARM POSSESSION**

The governing board of an educational institution is prohibited from adopting or enforcing any policy or rule that restricts or prohibits the parent of a student of the educational institution from carrying or transporting a firearm on the property of and in an educational institution if the parent possesses a valid concealed weapons permit.

*First sponsor:* Sen. Shamp (R - Dist. 29)

Status: 4/17 Governor vetoed; 4/12 Transmit to Governor; 4/11 Transmit to Senate; 4/11 House Third Read, passed 31-26-3; 4/5 House COW, do pass; 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 3/8 House JUD Committee, do pass 5-3; 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/21 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 2/13 Senate RULES Committee, proper for consideration 4-3; 2/8 Senate ED Committee, do pass 4-3; 2/1 Senate Second Read; 1/31 Senate First Read

**SB1350:  
SCHOOLS; IMMUNIZATION RATE; WEBSITE POSTING**

Amending title 15, chapter 1, article 1, Arizona Revised Statutes, by adding section 15-120.04; relating to school information.

Each public school, including each charter school, that maintains a website shall post on the website the immunization rate of students who are enrolled at the school.

*First sponsor:* Sen. Mendez (D - Dist. 8)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

**SB1410:  
SCHOOL DISTRICTS; PARENT COMPLAINTS; REPORTING VIOLATIONS OF STATE LAW; SCHOOLS**

At the request of a member of the Legislature, the Attorney General is required to investigate any official action taken by a school district or charter school governing board that the member alleges violates state law or the state Constitution. If the Attorney General concludes that there is a violation, the Attorney General is required to notify the school district or charter school of the violation by certified mail. If the school district or charter school fails to resolve the violation within 30 days, the Attorney General is required to notify the Arizona Department of Education (ADE), and ADE must withhold 10 percent of the monthly Classroom Site Fund monies that the school district or charter school is eligible to receive, with some exceptions, for each month the violation continues. The Attorney General is required to continue to monitor the response of the school district or charter school, and when the violation is resolved, is required to notify the Governor and the Legislature, and to notify ADE to stop withholding monies to the school district or charter school. A school district or charter school that has Classroom Site Fund monies withheld is prohibited from reducing the pay or benefits of an employee who is a teacher, instructional staff or classified staff in any manner during the same fiscal year that the monies were withheld.

*First sponsor:* Sen. Wadsack (R - Dist. 17)

Status: 5/16 Transmit to Senate; 5/15 House third read, passed 31-27-1; 4/26 House COW, do pass amended; 4/11 House majority and minority caucus, do pass; 4/10 House RULES Committee, constitutional and in proper form 8-0; 3/28 House ED Committee, do pass amended/strike-everything 6-4; 3/8 House Second Read; 3/7 House First Read; 3/7 Transmit to House; 3/6 Senate Third Read, passed 16-13-1; 3/6 Senate COW, do pass; 2/28 Senate COW, retained; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

**SB1417:****STUDENTS WITH DISABILITIES; DIAPER CHANGES**

Amending title 15, chapter 7, article 4, Arizona Revised Statutes, by adding section 15-763.02; relating to special education for exceptional children.

The policies and procedures developed pursuant to section 15-763, subsection A and the guidelines adopted pursuant to section 15-763, subsection B shall include the following provisions for situations in which a child with a disability wears a diaper and requires assistance to change the diaper:

1. The parent of the child with a disability may request that any individual who changes or assists in changing the diaper be a person of the same biological sex as the child with a disability.
2. The parent of the child with a disability has a right to meet each individual who changes or assists in changing the diaper.
3. The parent of the child with a disability may review records or log entries related to diaper changes for the parent's child with a disability, including the name of the individual or individuals who change or assist in changing the diaper.

*First sponsor:* Sen. Wadsack (R - Dist. 17)

Status: 2/28 House Second Read; 2/27 House First Read; 2/23 Transmit to House; 2/22 Senate Third Read, passed 19-10-1; 2/22 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 2/2 Senate Second Read, 2/1 Senate First Read

**SB1425:****HIGH SCHOOLS; GRADUATION REQUIREMENTS**

Amending sections 15-701.01 and 15-718, Arizona Revised Statutes; relating to school curricula. Section 1. Section 15-701.01, Arizona Revised Statutes, is amended to read:

4. Include in the competency requirements for social studies prescribed in paragraph 2 of this subsection a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must successfully complete a course or courses that provide the instruction on both of the following:

- (a) American government, including the civics education prescribed in sections 15-710 and 15-718.
- (b) American history, including the Revolutionary War, the Civil War, World War I and World War II.

Sec. 2. Section 15-718, Arizona Revised Statutes, is amended to read:

- (a) The original intent of the founding documents and principles of the United States as found in source documents, including the United States Constitution and amendments to the Constitution, with emphasis on each of the ten amendments that make up the Bill of Rights, and the arguments presented in the Federalist papers.

*First sponsor:* Sen. Wadsack (R - Dist. 17)

Status: 3/8 House Second Read; 3/7 House First Read; 3/3 Transmit to House; 3/2 Senate Third Read, passed 16-14; 3/1 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate ED Committee, do pass 4-3; 2/2 Senate Second Read, 2/1 Senate First Read

**SB1496:****TEACHER SALARY INCREASES; BASE LEVEL.**

Amending Title 15, chapter 9, article 1, Arizona Revised Statutes, by adding section 15-901.04; relating to school finance.

- A. In addition to any other base-level increase provided for fiscal year 2023-2024, the base

level for fiscal year 2023-2024 prescribed in section 15-901, subsection b, paragraph 2 shall be increased by \_\_\_\_\_ to raise the average salary of teachers in this state to equal the median salary of public schoolteachers in the United States.

B. For the purposes of this section, "teacher" means any non-administrative personnel who instruct students or support student academic achievement as prescribed by the school district governing board or charter school governing body, including certified teachers, classroom teachers, early childhood teachers, mentor teachers, instructional coaches, and academic interventionists.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

**SB1551:**

**SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION.**

Sec. 2. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A teacher, principal or other person employed by a school district or charter school may not subject a student to corporal punishment. The prohibition on corporal punishment does not prevent the use of restraint or seclusion techniques that comply with section 15-105. In determining whether a person was complying with a restraint or seclusion technique, consideration shall be given to reasonable judgments that were made at the time of the event by a teacher, principal or other person employed by the school district or charter school.

B. For the purposes of this section, "corporal punishment":

1. Means inflicting, or causing the infliction of, physical pain on a student as a means of discipline.
2. Does not include physical pain, injury or discomfort caused by using incidental, minor, or reasonable physical contact or other actions designed to maintain order, control and safety in the school or classroom setting.

*First sponsor:* Sen. Alston (D - Dist. 5)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

**SB1557:**

**SCHOOLS; ACADEMIC STANDARDS; SOCIAL STUDIES**

The competency requirements for high school graduation that the State Board of Education is required to prescribe for social studies must include the history and contributions of Asian Americans and Pacific Islanders in the U.S. and Arizona.

*First sponsor:* Sen. Sundareshan (D - Dist. 18)

Status: 2/15 Senate ED Committee, do pass 6-1; 2/9 Senate Second Read; 2/2 Senate First Read

**SB1564:**

**NONPUBLIC SCHOOL STUDENTS; INTERSCHOLASTIC ACTIVITIES**

Students who are educated using an empowerment scholarship account or at a private school with fewer than 100 enrolled students must be allowed to try out for interscholastic activities on behalf of a public school in the same manner as a student enrolled in that public school.

*First sponsor:* Sen. Kaiser (R - Dist. 2)

Status: 5/15 House third read, failed 30-28-1; 4/5 House COW, do pass amended; 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 3/7 House ED Committee, do pass amended/strike-everything 5-4-1; 2/28 House Second Read; 2/27 House First Read; 2/23 Transmit to House; 2/22 Senate Third Read,

passed 16-13-1; 2/21 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 2/13 Senate RULES Committee, proper for consideration; 2/8 Senate ED Committee, do pass amended 4-3; 2/2 Senate Second Read; 2/1 Senate First Read

**SB1607:**

**STUDENTS WITH DISABILITIES; BODY CAMERAS**

Section 1. Title 15, chapter 7, article 4, Arizona Revised Statutes, is amended by adding section 15-773.01, to read:

Notwithstanding any other law, the parent of a child with a disability may use a body camera that the parent harnesses to the chest of the child with a disability to ensure that the child with a disability is properly treated and is safe and healthy while at school.

*First sponsor:* Sen. Wadsack (R - Dist. 17)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

**SB1647:**

**PREGNANT EMPLOYEES; REASONABLE ACCOMMODATIONS**

Section 1. Title 23, chapter 2, article 1, Arizona Revised Statutes, is amended by adding section 23-207, to read:

A. An employer that employs fifteen or more employees shall provide a reasonable accommodation for pregnant employees unless that accommodation would impose an undue hardship on the business. The reasonable accommodation may include any of the following:

1. Acquisition or modification of equipment or devices.
2. More frequent break periods or additional restroom, food or water breaks.
3. Assistance with manual labor.
4. A private area for breastfeeding after childbirth.
5. Modification of work schedules or job assignments.
6. Scheduling flexibility to accommodate prenatal health care visits.

B. An employer may not require the employee to use annual, vacation or sick leave if a reasonable accommodation can be made.

C. An employer shall conspicuously post notice of the employer's requirement to provide a reasonable accommodation to a pregnant employee and include a copy of that information in the employee handbook.

D. An employer shall provide written notice to:

1. Newly hired employees at the time of hire.
2. Current employees within one hundred eighty days after the effective date of this section.

3. Pregnant employees within ten days after the employee informs the employee's employer of the pregnancy.

*First sponsor:* Sen. Burch (D - Dist. 9)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

**SB1649:**

**SCHOOL PERSONNEL; EMERGENCY GLUCAGON ADMINISTRATION**

Pursuant to a standing order issued by the chief medical officer of a county health department, a licensed physician, nurse practitioner, or a nurse who is under contract with or is an employee of a school district or charter school and who is trained in the administration of glucagon may administer or assist in the administration of glucagon to a student or an adult whom the employee believes in good faith to be exhibiting symptoms of hypoglycemia while at school or at a school-

sponsored activity. Chief medical officers of county health departments, licensed physicians, licensed nurse practitioners, school districts, charter schools, and employees of school districts and charter schools are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of these requirements, except in cases of gross negligence, willful misconduct or intentional wrongdoing.

*First sponsor:* Sen. Burch (D - Dist. 9)

Status: 3/22 House Second Read; 3/21 House First Read; 3/20 Transmit to House; 3/20 Senate Third Read, passed 26-2-2; 3/14 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate ED Committee, do pass 7-0; 2/9 Senate Second Read; 2/7 Senate First Read

**SB1675:**

**FEMININE HYGIENE PRODUCTS; SCHOOLS; APPROPRIATION**

Section 1. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A school that is operated by a school district or charter school and that serves students in any of grades six through twelve shall make feminine hygiene products available in all women's and gender-neutral restrooms in the school. Notwithstanding any other law, a school that provides feminine hygiene products pursuant to this section may not charge a student or the family of a student for a feminine hygiene product.

B. For the purposes of this section, "feminine hygiene products" includes tampons and sanitary napkins.

Sec. 2. Appropriation; department of education; feminine hygiene products

The sum of \$1,000,000 is appropriated from the state general fund in fiscal year 2023-2024 to the department of education to distribute to school districts and charter schools to provide feminine hygiene products as prescribed in section 15-120.04, Arizona Revised Statutes, as added by this act.

*First sponsor:* Sen. Epstein (D - Dist. 12)

Status: 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

**SB1700:**

**SCHOOLS; SCHOOL LIBRARIES; BOOKS; PROHIBITION**

A parent who objects to a book that is available to students in the school library or that will be used for classroom instruction may request that the public educational institution remove the book from the library or classroom. A parent who objects to a book because the parent finds the book to be lewd or sexual in nature, to promote gender fluidity or gender pronouns, or to groom children into normalizing pedophilia is required to submit the book and the basis for the finding to the Arizona Department of Education (ADE). ADE is required to establish rules and procedures for establishing and maintaining a list of books that public educational institutions in Arizona are prohibited from using or making available to students, including procedures for parents to submit books to be included on the list. ADE is required to review each submission made by a parent. Public schools are required to make a list of all books and materials purchased for a school library available online for 120 days before making them available to students, and parents must be allowed to object to a book or material during that time. Schools without a full-time media specialist are no longer exempt from school library record and review requirements.

*First sponsor:* Sen. Wadsack (R - Dist. 17)

Status: 3/22 House Second Read; 3/21 House First Read; 3/20 Transmit to House; 3/20 Senate Third Read, passed 16-12-2; 3/9 COW action, do pass; 3/7 Senate majority and minority caucus,

do pass; 3/6 Senate RULES Committee, proper for consideration 4-3; 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

**SB1706:**

**ARIZONA EMPOWERMENT SCHOLARSHIPS; QUARTERLY REPORT**

Requires the Arizona Department of Education (ADE) to prepare an Arizona Empowerment Scholarship Account (ESA) Program quarterly report containing outlined information.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read, ED Committee passed 4-3

**SCR1002:**

**CONSTITUTIONAL AMENDMENTS; SIXTY PERCENT APPROVAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to require approval by 60 percent of the votes cast on the measure for an initiative or referendum measure that amends the state Constitution to become law, instead of a majority of the votes cast.

*First sponsor:* Sen. Kern (R - Dist. 27)

Status: 3/29 House MOE Committee, do pass amended/strike-everything 6-4; 3/15 House GOV Committee, withdrawn; 3/1 House Second Read; 2/28 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/7 Senate majority and minority caucus, do pass; 1/23 Senate Elec. Committee, do pass 5-3; 1/11 Senate Second Read; 1/10 Senate First Read

**SCR1003:**

**SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

**SCR1004:**

**AGGREGATE EXPENDITURE LIMITATION; SCHOOL DISTRICTS**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to change the aggregate expenditure limitation for all school districts by using FY2024-25 as the base year, instead of FY1979-80. Applies to FY2025-26 and after.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

**SCR1005:**

**SCHOOL DISTRICTS; EXPENDITURE LIMIT; AUTHORIZATION**

The Legislature authorizes the expenditure of local revenues by school districts in excess of the expenditure limitation prescribed in the state Constitution in FY2022-23. This authorization is effective only on the approval of this resolution by at least 2/3 of the members of each house of the Legislature by roll call vote by March 1, 2023.

*First sponsor:* Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced



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

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**DATE OF MEETING:**      **June 13, 2023**

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

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**BACKGROUND:**

Administration presents the below candidates to the Governing Board for review and approval for hire into an administrative position for Fiscal Year (FY) 2023-2024. Pertinent information about the interview process for each position is set forth below.

**1. Coronado K-8 Assistant Principal**

The position of Assistant Principal of Coronado K-8 was advertised as open for FY 2023-2024 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, and J.J. Letts screened eleven files for the position. Four candidates were selected to interview with the committee. Three candidates accepted the invitation to interview. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- J.J. Letts, Principal of Coronado K-8
- Lisa Boyd, Teacher at Coronado K-8
- Elyse Greenberg, Teacher at Coronado K-8
- Lea Hagin, Parent of a Coronado K-8 student
- Pilar Pecoraro, Educational Assistant/Clerk at Coronado K-8
- Diana Venegas Long, Parent of a Coronado K-8 student

Based on the ratings of the interview committee, a second interview occurred on May 30, 2023, with the following individuals serving as the interview panel:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- J.J. Letts, Principal of Coronado K-8
- Kristin McGraw, Executive Director of Student Services
- Julie Valenzuela, Director of 21<sup>st</sup> Century Education

Superintendent Todd Jaeger recommends **Julie Ramsey** for the position of Assistant Principal of Coronado K-8 School for FY 2023-2024.



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

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**2. Amphitheater Middle School Assistant Principal**

The position of Assistant Principal of Amphitheater Middle School was advertised as open for FY 2023-2024 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, and Angela Wichers screened eleven files for the position. Nine candidates were selected to interview with the committee. Six accepted the invitation to interview. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- Angela Wichers, Principal of Amphitheater Middle School
- Whitney Hernandez, Behavior Intervention Monitor at Amphitheater Middle School
- Brenda King, Librarian at Amphitheater Middle School
- Sarah Lortie, Teacher at Amphitheater Middle School
- Heather Meeks, Parent of an Amphitheater Middle School student

Based on the ratings of the interview committee, a second interview occurred on June 5, 2023, with the following individuals serving as the interview panel:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Angela Wichers, Principal of Amphitheater Middle School
- Kristin McGraw, Executive Director of Student Services
- Scott Little, Chief Financial Officer
- Julie Valenzuela, Director of 21<sup>st</sup> Century Education

Superintendent Todd Jaeger recommends **Paul Avila** and **Katherine Sheffield** for the two positions of Assistant Principal of Amphitheater Middle School for FY 2023-2024.

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**RECOMMENDATION:**

It is the recommendation of Administration that the Governing Board approve the above identified administrative appointments as presented.

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**INITIATED BY:**

Michelle H. Tong, J.D.

Associate to the Superintendent and General Counsel

Date: June 6, 2023

Todd A. Jaeger, J.D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Avila	Paul	Assistant Principal	CT-AD	Amphi Middle School	MSA	0 years	Promotion	Mr. Jaeger	*
Ramsey	Julie	Assistant Principal	CT-AD	Coronado K-8 School	MSA	0 years	Promotion	Mr. Jaeger	*
Sheffield	Katherine	Assistant Principal	CT-AD	Amphi Middle School	MSAD	0 years	Replacement	Mr. Jaeger	*

63

\* 2023-2024 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

# Paul Avila

## Education

**Pima Community College**, Tucson Arizona

August 2022-Present

*Special Education Mild/Moderate Instruction Endorsement K-12*

**Grand Canyon University**, Phoenix Arizona

*Master of Education in Educational Leadership*

March 2021-May 2022

GPA: 3.9/4.0

*Bachelor of Science in Mathematics for Secondary Education* August 2017-May 2020

*Licensure: Mathematics (Grades 6-12)*

GPA: 3.7/4.0

Graduated with Honors

## Employment

**Canyon Del Oro High School**, Oro Valley, Arizona

*Resource Math Teacher*

Fall 2019-Present

- Classroom management of students for all grades assigned.
- Creativeness on how to interpret lesson plans and work for students.
- Communication with administration, staff, and students.
- Clear, concise verbal and written communication.
- Managed a caseload through advocacy
- Host IEP meetings, and writing effective IEPs.

## Leadership Activities

**Canyon Del Oro High School**, Oro Valley, Arizona

*Varsity Assistant Coach Softball and Golf*

Spring 2017-Present

- Taught student athletes the proper mechanics and techniques to play.
- Acted as a role model to build self-confidence and sportsmanship in players.
- Guided student athletes to develop both athletically and social skills.
- Van Transportation Certified.
- Building positive relationships with staff, parents, administrators, and coaches.

**Amphitheater Public Schools**, Tucson, Arizona

*Aspiring Administrators Academy*

October 2022-Present

- Preparing for Future and Current leadership opportunities.
- Collaborate with other current and future district leaders.
- Develop leadership skills.

## Skills

- Bilingual: English and Spanish.
- Computer Skills: Microsoft Office (Excel, word, PowerPoint, Access).
- CPR and First Aid Certified.

- School District Van Transportation Certified.
- Provides guidance to students on goal setting and decision making.
- Oversee the development and maintenance of a database of the school.
- The ability to develop and maintain positive interpersonal relations throughout a diverse community.
- The ability to communicate effectively with individuals at all organizational levels, and project a positive, professional attitude.

**References**

Available upon request

## Julie Ramsey

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### Education/Certification

M. Ed Educational Leadership, Northern Arizona University, Flagstaff, AZ, 2022  
M. Ed Secondary Education, University of Arizona, Tucson, AZ, 2014  
M.A. Humanities, California State University, Dominguez Hills, CA. 2012 B.A.  
Interior Design w/ Art History minor, SUVA, AZ 2007

Teacher Certificate Principal K-12, and Standard Teaching Secondary Education, 6-12, Arizona  
Endorsements English, AZ  
History, AZ  
Social Studies, AZ  
Gifted Education, PreK-12  
Structured English Immersion, K-12

### Administrative and Leadership Experience

English Department Chair, Amphitheater High School, Tucson, AZ; August 2018-Present

- Directly influences the value of learning and instruction throughout the school.
- Demonstrates leadership in relation to department curriculum initiatives.
- Serves as the link of communication between administration and English department members.

301 Committee, Amphitheater High School, Tucson, AZ; 2014-2021

- Worked on the Pay for Performance Plan for our site.
- Developed staff surveys, collected data for AVID WICOR strategies and staff observations
- Created academic DOK and SAT vocabulary lists and assessments for school-wide vocabulary program.

AVID Site Team, Amphitheater High School, Tucson, AZ 2015-Present

- Develops and implements the goals in the Site Plan and creates individual commitment statements aligned to the goals.
- Collects evidence to illustrate support for student access to, and success in, rigorous curriculum.
- Models and shares effective WICOR strategies and academic success skills across content areas.
- Analyzes school and student data in order to provide relevant professional learning at their site

Superintendent's Advisory Council, Amphitheater School District 2020-2021, 2021-2022

- Council of site representatives meets regularly with District Superintendent to share news and feedback from each school in the district. Reports new policies/procedures to site.

Secondary Grading Committee, Amphitheater School District 2022-2023

- Developing equitable, standards-based grading and assessment policies for Amphi District

### Teaching Experience

AP English Instructor, Amphitheater High School, Tucson, AZ 85705 2013-Present •

Developed College-Board approved syllabus and curriculum for both AP Language and Composition, AP Literature and Composition, and AP Psychology courses.

- Increased enrollment in AP English exams by 100% and scores.
- Collaborate with English Department on vertical alignment structures and assessment regarding reading and writing skills and strategies.
- Developed AZ Merit Practice Assessments and activities which resulted in 85% Proficient and Highly Proficient scores and increased overall Eleventh Grade scores by 11% 2018-2019 Academic Year.

### **Mentoring Experience**

Amphitheater Mentor Program, Amphitheater High School, AZ

August 2017-2021

- Mentored new faculty in site-specific program using coaching techniques, provided actionable feedback.
- Assist new teachers with lesson planning, classroom management strategies, and acclimating to site.

Mentor Teacher for Pima Community College Student Teacher's Practicum, Amphi High School, Tucson, AZ •

Assisted student teachers in developing and implementing student learning objectives and assessments.

### **Professional Development Experience**

- Delivered site and district professional development teaching educators about AVID strategies such as Jigsaw Reading activities, Philosophical Chairs, Socratic Seminars, Marking the Text (Annotation) Strategies and Hexagonal Thinking Collaborative activity.
- Presented a district PD on AVID's WICOR Workshop, utilizing the WICOR learning model and incorporating Writing, Inquiry, Collaboration, Organization, and Reading strategies into daily instruction.

### **Extracurricular Experience**

Student Council Advisor, Amphitheater High School, Tucson Az 85705

2021-22, 2022-23

- Mentor Student Government leaders with school events and projects.
- Assist with helping students brainstorm ideas and provide after-school activities and delegate responsibilities
- Promote participation in student government events and projects to students, teachers and administrators.

Link Crew Coordinator, Amphitheater High School Tucson AZ 85705

2019-2020 School Year

- Sponsored Nationally recognized organization that helps upperclassmen mentor Freshmen through their high school transition.
- Trains club members to plan and organize special events for Freshmen throughout the year that assist with easing their transition to high school.

Senior Club Sponsor, Amphitheater High School Tucson AZ 85705

2016, 2019 Classes

- Sponsored Senior Class Club to assist students with Senior activities and fundraising activities to allow for special events and apparel throughout the year.

Varsity Cheer Coach Amphitheater High School, Tucson AZ 85705

2013-2018, 2022

- Sponsored the Varsity Cheer program and supervised two assistant coaches. Duties included coaching student-athletes in technique and preparing them for school and community events and/or competitions.
- Led team to State Competition four years in a row, and Nationals in 2018.

### **Additional Training Professional Development**

- College Board Summer Institute Training

AP Language & Composition (2017), AP Literature and Composition (2018-2019) AP Psychology (2019)

- AP Language/Literature & Composition Exam Essay Reader-College Board (2020, 2021, 2022)
- AVID Summer Institutes Summers of 2015, 2017, 2018, 2020, 2022

Solution Tree

- The Summit on PLC at Work, Phoenix, AZ, Phoenix, AZ

February 2019

Cambridge Assessment International Education

- Cambridge IGSCE Training, Scoring Certificate 2014

### **Professional Association Memberships**

NCTE-National Council of Teachers of English

Since 2018

### **Awards and Recognition**

Raytheon Leaders in Education Award Finalist, 2020

Arizona Online Amazing Teacher of the Year Award Finalist, 2021

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# Katherine Sheffield, Ed.D.

Educator

## OBJECTIVE

Dedicated educator with over 10 years of experience and educational background who is passionate about seeking a position as a school leader

## EXPERIENCE

Marana Middle School, Marana, AZ - *8th Grade ELA Teacher*

Jan. 2022 - PRESENT

- Instructed 5 periods of English Language Arts to classes of about 18-30 students
- Fostered an inclusive and positive learning environment by including diverse literature and lessons for students to appreciate cultural differences and to promote understanding
- Collaborated with teams to create common assessments and formative checks

Kapolei High School, Kapolei, HI - *9th Grade English Teacher*

Aug. 2020 - Dec. 2021

- Planned and co-taught with my social studies counterpart to large classes of about 60 students
- Grade promptly and provide actionable feedback to help students improve their writing skills

Pearl City High School, Pearl City, HI - *9th Grade English Teacher*

Jan. 2017 - May 2020

- Participated in planning for the school's academy structure and transition
- Collected and analyzed data with department teams for our school's participation in the Data-Driven Instructional Cycle (DDIC)
- English department head for one year

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Fort Irwin Middle School, Fort Irwin, CA - *8th Grade ELA Teacher*

Aug. 2007 - February 2010

- Instructed students and partnered with our military community
- Participated on the textbook adoption committee
- 8th Grade Chairperson

Premier Academy, Hacienda Heights, CA - *Private Class Instructor, Grades 5-6*

May 2006 - May 2007

- Instructed small ELA classes after school hours
- Focused on students' individual learning needs

## Other School Experiences

Carver Elementary School, San Marino, CA - *P.E. Instructional Aide*

October. 2006 - May 2007

- Assisting teachers with P.E. classes
- Working in small groups

Junction City Middle School, Junction City, KS - *Library Clerk*

October. 2010 - May 2011

- Inventory of books
- Maintaining student accounts

Illesheim & Ansbach Elementary School, Ansbach, Germany - *Substitute/ SPED Aide*

Jan. 2013 - May 2016

- Instructing classes
- Provided assistance and gathered data about my assigned student

## EDUCATION

Principal licensure program • Aug 2022 • University of Cincinnati  
Completed coursework specific to school administration, as well as 240-hour practicum hours.

Doctorate in Educational Leadership • Nov 2017 • University of Phoenix  
Published dissertation "Military Middle School Student Classroom Turnover and Student Performance: A Correlational Study"

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Master's degree in Secondary Education • Nov 2008 • University of Phoenix

Completed coursework to prepare for instruction to students in grades 6-12

Bachelor's degree in English • May 2006 • California State University Fullerton

Coursework focused on clear communication and essential critical thinking skills.

## LEADERSHIP ROLES

2009-2010 8th Grade Chairperson

2018-2019: English Department Chair

2022-2023: FLT Lead

## SKILLS

Classroom management

Building effective relationships with parents

Synergy attendance and grading systems

Using student data as a means of improvement and understanding



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

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**DATE OF MEETING:** June 13, 2023

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

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**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of June 12, 2023.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: June 12, 2023

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Todd A. Jaeger, D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Bigelow	Sandra	Teacher - Grade 2	CT-RET	Rio Vista Elementary			Rehire		*\$65,309.74
Cruz	Cynthia	Teacher - ELL/SEI	CT-RET	Wilson K-8 School			Rehire		*\$42,078.30
Gallagher	Deborah	Teacher - Kindergarten	CT-RET	Rio Vista Elementary			Rehire		*\$70,953.50
Gonzalez	Rachel	Teacher - P. E.	CT-RET	Ironwood Ridge High			Rehire		*\$49,150.64
Gran	Jennifer	Teacher - Special Education Presc	CT-RET	Rillito Center			Rehire		*\$65,309.74
Hervert	Margaret	Teacher - Academic Intervention	CT-RET	Rio Vista Elementary			Rehire		*\$68,022.27
Lewis	Kay	Teacher - ELL/SEI	CT-RET	Coronado K-8 School			Rehire		*\$50,786.52
Morabito	Rachel	Teacher - ED (SPED) Classroom	CT-RET	Mesa Verde Elementary			Rehire		*\$47,673.46
Morales	Andres	Teacher - Adaptive P.E.	CT-RET	Rio Vista Elementary			Rehire		*\$6,179.88
Morales	Andres	Teacher - Pandemic Recovery	CT-RET	Rio Vista Elementary			Rehire		*\$6,179.88
Morales	Andres	Teacher - P. E.	CT-RET	Rio Vista Elementary			Rehire		*\$49,439.74
de la Garza	Marcy	Psychologist	CT-PR	Wetmore Center	PSYCH	6 years	Replacement	Ms. Gabor	*
Fell	Christine	Social Worker	CT-PR	Rio Vista Elementary	SOCIAL WOF	10 years	Replacement	Ms. Spillane	*
Glenn	Charlotte	Psychologist	CT-PR	Walker Elementary			Rescind		*
Hicks	Cassandra	Psychologist	CT-PR	Wetmore Center			Rescind		*
Korest	Molly	Social Worker	CT-PR	Donaldson Elementary			Rehire		*
Ralbovsky	Jessica	Speech/Language Pathologist	CT-PR	Wetmore Center	SLP	10 years	Replacement	Ms. Gabor	*
Abrams	Heidi	Teacher - Grade 3	CT	Painted Sky Elementary	CTT-MA	0 years	Replacement	Ms. Papajohn	*
Brown	Ashlyn	Teacher - Pandemic Recovery	CT	Innovation Academy			Rehire		*
Busenbark	Dana	Teacher - Special Education Reso	CT	La Cima Middle School	CTT-EDS	10 years	Replacement	Mr. Humphreys	*
Campbell	Ondrea	Teacher - Odyssey of the Mind	CT	Amphi Middle School			Rehire		*
Campbell	Ondrea	Teacher - STEM (Engineering)	CT	Amphi Middle School			Rehire		*
Cornelisse	Makynzie	Teacher - Grade 5	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*

*	2023-2024 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
deBoucher	Adrienne	Teacher - Odyssey of the Mind	CT	Cross Middle School			Rehire		*
deBoucher	Adrienne	Teacher - Technology	CT	Cross Middle School			Rehire		*
deBoucher	Adrienne	Teacher - Computer Programming	CT	Cross Middle School			Rehire		*
Espinoza	Danielle	Teacher - Grade 4	CT	Keeling Elementary	CTT-BA	5 years	Replacement	Ms. Orelup	*
Ferrel	John	Teacher - Spanish Language	CT	Wilson K-8 School			Rehire		*
Fey	Maggie	Teacher - ELL/SEI	CT	Nash Elementary	CTT-MA	1 year	Replacement	Dr. Beccera	*
Finch	Richard	Teacher - Special Education ED-P	CT	Wilson K-8 School			Rehire		*
Flores Zamora	Jesus	Teacher - P. E.	CT	Amphi Middle School			Rehire		*
Friezen	Cori	Teacher - P. E.	CT	Innovation Academy			Rehire		*
Hitt	Angela	Teacher - Art	CT	Wilson K-8 School			Rehire		*
Hurst	Carlotta	Teacher - Music	CT	Rio Vista Elementary			Rehire		*
Isom	Christa	Teacher - Preschool Director	CT	Donaldson Elementary			Rehire		*
Jernigan	Kevin	Teacher - Special Education Reso	CT	Rio Vista Elementary			Rehire		*
Loving	Victoria	Teacher - STEM (Engineering)	CT	La Cima Middle School	CTT-BA	0 years	Replacement	Mr. Humphreys	* 73
Loving	Victoria	Teacher - Odyssey of the Mind	CT	La Cima Middle School	CTT-BA	0 years	Replacement	Mr. Humphreys	*
Loving	Victoria	Teacher - Pandemic Recovery	CT	La Cima Middle School	CTT-BA	0 years	Replacement	Mr. Humphreys	*
McFrederick	Kyle	Teacher - Academic Intervention	CT	Rio Vista Elementary			Rehire		*
McFrederick	Kyle	Teacher - ELL/SEI	CT	Rio Vista Elementary			Rehire		*
McGee	Caryn	School Improvement Specialist	CT	La Cima Middle School			Rehire		*
Meimer	Erwin	Teacher - Career Exploration & Tr	CT	La Cima Middle School			Rehire		*
Meimer	Erwin	Teacher - Computer Programming	CT	La Cima Middle School			Rehire		*
Meimer	Erwin	Teacher - Technology	CT	La Cima Middle School			Rehire		*
Meimer	Erwin	Teacher - Career Exploration & Tr	CT	La Cima Middle School			Rehire		*
Pederson	Tracy	Teacher - Grade 4	CT	Wilson K-8 School			Rehire		*
Perkins	Mason	Teacher - Academic Intervention	CT	Amphi Middle School	CTT-BA	0 years	Replacement	Ms. Wichers	*

*	2023-2024 School Year	HSP High School Principal	ADCT	Addendum Certified
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Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Perkins	Mason	Teacher - Mathematics	CT	Amphi Middle School	CTT-BA	0 years	Replacement	Ms. Wichers	*
Reis	Cary	Teacher - General Science	CT	Amphi Middle School			Rehire		*
Reis	Cary	Teacher - Academic Intervention	CT	Amphi Middle School			Rehire		*
Resio	Ashley	Teacher - Preschool	CT	Painted Sky Elementary	CTT-BA	0 years	Replacement	Ms. Bucciarelli-Fay	*
Rodriguez	Kallie	Teacher - Social Studies	CT	Amphi Middle School	CTT-BA	0 years	Replacement	Ms. Wichers	*
Schultz	Amy	Counselor	CT	Cross Middle School	COUN-MA	0 years	Replacement	Mr. Gutierrez	*
Sprenger	Deborah	Teacher - Grade 4	CT	Wilson K-8 School			Rehire		*
Stott	Bryant	Teacher - Special Education Reso	CT	Ironwood Ridge High	CTT-BA	1 year	Replacement	Dr. Jenkins	*
Stott	Bryant	Teacher - Special Education Reso	CT	Ironwood Ridge High	CTT-BA	1 year	Replacement	Dr. Jenkins	*
Stott	Bryant	Teacher - Special Education Reso	CT	Ironwood Ridge High	CTT-BA	1 year	Replacement	Dr. Jenkins	*
Streeter	Emily	Teacher - Grade 1	CT	Innovation Academy			Rehire		*
Weiss	Allison	Teacher - Pandemic Recovery	CT	Cross Middle School			Rehire		-
Weiss	Allison	Teacher - Language Arts	CT	Cross Middle School			Rehire		*
Wilson	Erin	Teacher - Preschool Director	CT	Wilson K-8 School	CTT-MA	8 years	New	Ms. Bucciarelli Fay	* 74
Engstrom	Gerald	Custodian II	CL-RET	Wilson K-8 School			Rehire		*\$16.02 per hour
Wirth	Magnolia	Bilingual Clerk	CL-RET	Rio Vista Elementary			Rehire		*\$15.01 per hour
Blake	Olivia	Speech/Language Pathology Assis	CL	Wetmore Center	8	0 years	Replacement	Ms. Gabor	*
Cortez	Monique	Instructional Aide	CL	Rio Vista Elementary			Rehire		*
Dalton-Aragon	Jaron	Instructional Technology Specialis	CL	La Cima Middle School			Rehire		*
Harwell	Brian	Custodian I	CL	Mesa Verde Elementary	2	3 years	Replacement	Mr. Ripp	
Martinez	Andres	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Maugans	Elissa	Classroom Aide/Caregiver	CL	Nash Elementary			Rehire		*
Mercado	Alma	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Salgado	Jessica	Classroom Aide/Caregiver	CL	Rio Vista Elementary			Rehire		*
Smith	Jeffrey	Maintenance Technician II	CL	Facilities Support	8	5+ years	Replacement	Mr. Gill	

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			CL	Classified
			PR	Professional
			ASW	Student Worker

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Valenzuela	Anna	Administrative Assistant I	CL	Wetmore Center			Rehire		*
Valenzuela	Anna	Administrative Assistant I	CL	Wetmore Center	8	0 years	New	Ms. Bucciarelli-Fay	
Cornwell	Keira	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	\$13.85 per hour
Ratliff	Ryan	Student Worker	ASW	CDO High School			Rehire		\$13.85 per hour
Rayl	Taylor	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	\$13.85 per hour
Richards	Pennilyn	Student Worker	ASW	CDO High School			Rehire		\$13.85 per hour
Resio	Ashley	ADDN - Summer School Preschoc	ADCT	Painted Sky Elementary			Addendum		\$7,056.00

75

*	2023-2024 School Year	HSP High School Principal	ADCT	Addendum Certified
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		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

06/13/2023  
GOVERNING BOARD MEETING  
APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Miller	Cole		CT		05/15/2023	
LoMaglio	Samuel		CL		05/18/2023	

AD Administrative  
PR Professional  
CT Certified  
CL Classified



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

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**DATE OF MEETING:**      **June 13, 2023**

**TITLE:**            **Approval of Personnel Changes**

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of June 12, 2023.

In addition, this agenda item provides the following revised job descriptions for consideration and approval by the Governing Board:

- Literacy (ELA) Curriculum Coordinator (9-12)
- Math Curriculum Coordinator (9-12)
- Social Studies Curriculum Coordinator (9-12)
- Special Education Coordinator

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: June 12, 2023

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Todd A. Jaeger, J.D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Borden	Kylie	School Improvement Specialist	CT-PR	Amphi Middle School	Transfer		+\$4,903.66	*
Gindt	Trechel	Assistant Principal	CT-AD	Coronado K-8 School	Correction		+\$9,269.70	* salary
Hayes	Stephanie	Principal	CT-AD	Harelson Elementary	Correction		+\$2,060.96	salary
Jarrett	Jessica	Principal	CT-AD	Nash Elementary	Correction		+\$9,269.70	* salary
Ripp	Tim	Principal	CT-AD	Mesa Verde Elementary	Correction		+\$3,874.84	salary
Brower	Thomas	Teacher - Pandemic Recovery	CT	Wilson K-8 School	Decrease FTE			*<0.2 FTE>
Cross	Karen	Teacher - REACH	CT	Harelson Elementary	Transfer			*
Di Vetta	Trista	Teacher - English	CT	Amphi Academy Online	Salary Level Change	CTT-DOC	+\$2,539.00	*Degree level
Dwivedi	Jessie	Teacher - Grade 5	CT	Harelson Elementary	Transfer			*
Eliopoulos-Halofiti	Helen	Teacher - Grade 3	CT	Wilson K-8 School	Decrease FTE			*<0.20 FTE>
Foreman	Rebecca	Teacher - Orchestra	CT	Wilson K-8 School	Decrease FTE			*<0.2 FTE>
Hill	Christian	Teacher - Orchestra	CT	Copper Creek Elementary	Additional Position			*
Hitt	Angela	Teacher - Grade 3	CT	Wilson K-8 School	Additional Position			*\$9,569.41
Northam	Susan	Teacher - REACH	CT	Nash Elementary	Transfer			*
Northam	Susan	Teacher - REACH	CT	Keeling Elementary	Transfer			*
Pieroway	Karl	Teacher - Mathematics	CT	Wilson K-8 School	Decrease FTE			*<0.25 FTE>
Pisciotta	Michaela	Teacher - Preschool Director	CT	Copper Creek Elementary	Promotion	CTT-BA	0 years	*
Post	Trina	Teacher - Grade 1	CT	Keeling Elementary	Transfer			*
Stoxen	Amanda	Teacher - History	CT	Amphi High School	Transfer			*
Whitney	Asami	Teacher - Grade 2	CT	Holaway Elementary	Transfer			*
Almada de Diaz	Laura	Custodian II	CL	Wetmore Center	Promotion	5	+\$0.62	
Olivares Velarde	Sara	Bilingual Instructional Assistant	CL	Prince Elementary	Promotion	2	+\$0.62	*

78

*	2023-2024 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
Reed	Jan	Crossing Guard	CL	Rio Vista Elementary	Transfer			*
Reed	Jan	Campus Monitor	CL	Rio Vista Elementary	Transfer			*
Reed	Jan	Preschool Aide/Caregiver	CL	Rio Vista Elementary	Transfer			*
Counts	Austin	ADDN - Curriculum Development	ADDM	Amphi High School	Addendum		\$25.00 per hour	
Ackerman	Janet	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$2,856.00	
Alvarez	Loretta	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Anderson	Jared	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Aros	Jessica	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$5,712.00	
Arviso	Victoria	ADDN - Summer School Preschool T	ADCT	Walker Elementary	Addendum		\$7,056.00	
Arviso	Victoria	ADDN - Extra Days	ADCT	Walker Elementary	Added Duty		\$207.99 per day	
Avila	Paul	ADDN - Summer School Special Ed.	ADCT	CDO High School	Addendum		\$5,712.00	
Bartz	Hannah	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Belleau	Karen	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Berhow	Kira	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	79
Berrigan	Morgan	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Berry-Kelley	Monique	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Berry-Kelley	Monique	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Berry-Kelley	Monique	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Berry-Kelley	Monique	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Bible	Jamie	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Bonar	Ann	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Bronson	Kelcy	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Bulisache	Michelle	ADDN - Summer School Special Ed.	ADCT	Coronado K-8 School	Addendum		\$2,866.50	
Busby	Devon	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	

*	2023-2024 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
Busby	Devon	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Callahan	Melissa	ADDN - Summer School Preschool T	ADCT	Nash Elementary	Addendum		\$7,056.00	
Campbell	Jennifer	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Cannon	Robert	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Carson	Cara	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Carson	Cara	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Castle	Jordan	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Castle	Jordan	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Celaya	Luis	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Cephers	Tyrone	ADDN - Summer School Counselor	ADCT	CDO High School	Addendum		\$2,866.50	
Charles	Corine	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Chavez	Justin	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Chavez	Justin	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$2,866.50	
Chavez	Justin	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$882.00	80
Chavez	Justin	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Clause	Katherine	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Cliff	Mary	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Cochiolo	Nancy	ADDN - Summer School Special Ed.	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Cooper	Esther	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Cosbey	Jennifer	ADDN - ESY Occupational Therapist	ADCT	Rillito Center	Addendum		\$52.06 per hour	
Costelow	Gabrielle	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Crist	Gary	ADDN - Extra Hours	ADCT	Amphi High School	Added Duty		\$30.40 per hour	
Crist	Gary	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Daglio	Brett	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	

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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	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Demetriou	Harriet	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Demetriou	Harriet	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Deniston	Courtney	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Diaz	Richard	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Doyle	Samantha	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Emans	Kaylee	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Engel	Katherine	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Ernsky	Steven	ADDN - Summer School Teacher EL	ADCT	Nash Elementary	Addendum		\$2,866.50	
Escalante	Ana	ADDN - Summer School Lead Teach	ADCT	Cross Middle School	Addendum		\$4,126.50	
Ewy	Danny	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Farnall	Deborah	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Fein	Dorothy	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Felix	Jennifer	ADDN - Summer School Lead Teach	ADCT	CDO High School	Addendum		\$6,972.00	
Frederiksen	Megan	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	81
Fulks	Neal	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$5,712.00	
Gallegos	Carmen	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Gallegos	Carmen	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Garcia	Carla	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Gardner	Betsy	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Gates	Julia	ADDN - Summer School Teacher EL	ADCT	Nash Elementary	Addendum		\$2,866.50	
Gee	Courtney	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Gee	Courtney	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Gerard	Michelle	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Gibson-Sinclair	Jill	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	
Gilbert Taylor	Kristin	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Gilbert Taylor	Kristin	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Glavin	Kelsey	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Glor	Daniel	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Godkin	Melissa	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Godlewski	Fabienna	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Golden	Brande	ADDN - Summer School Preschool T	ADCT	CDO High School	Addendum		\$7,056.00	
Golden	Brande	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Gonzalez	Gabriela	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Gottlieb	Hayley	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Gowen	Jean	ADDN - CTSO Stipend HS	ADCT	Ironwood Ridge High	Addendum		\$1,750.00	
Gowen	Jean	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum		\$25.00 per hour	82
Gradillas	Brittney	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Grisez	Jenine	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Grusenmeyer	Lauren	ADDN - ESY Audiologist	ADCT	Rillito Center	Addendum		\$32.81 per hour	
Guymon	Kate	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Haight	Susan	ADDN - ESY Teacher EL	ADCT	Rillito Center	Addendum		\$2,184.00	
Hamrick	Stephanie	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	
Hawk	Amy	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Hawk	Amy	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Heagle	Denise	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Holaday	Thomas	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	

*	2023-2024 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
Holt	Kris	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Howell	Luke	ADDN - CTSO Stipend HS	ADCT	Ironwood Ridge High	Addendum		\$1,750.00	
Howell	Luke	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum		\$25.00 per hour	
Humphreys	Anita	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Humphreys	Anita	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Humphreys	Anita	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Hurley	Benjamin	ADDN - Summer Camp Coach	ADCT	Amphi High School	Addendum		\$18.00 per hour	
Hutchison	Mina	ADDN - ESY Speech/Language Path	ADCT	Rillito Center	Addendum		\$43.13 per hour	
Huynh	Hoc	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Isom	Christa	ADDN - Summer School Preschool T	ADCT	Donaldson Elementary	Addendum		\$7,056.00	
Jackson-Rawdin	Jillian	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Jameson-Christian	Leslie	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Jameson-Christian	Leslie	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Jameson-Christian	Leslie	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	83
Johnson	Brooke	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Johnson	Brooke	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Johnson	Danielle	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Johnson	Neely	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Johnson	Neely	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Johnson	Neely	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Johnson	Neely	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Kevershan	Kimberly	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Kimler	Courtney	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Kimler	Courtney	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	

*	2023-2024 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							
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
King	Nicole	ADDN - ESY Teacher EL	ADCT	Rillito Center	Addendum		\$2,184.00	
Kitay	Hilary	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Knight	Allison	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	
Korest	Molly	ADDN - Summer School Social Work	ADCT	Donaldson Elementary	Addendum		\$2,866.50	
Krater	Caroline	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Krim	Jennifer	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	
Krutzsch	Mary	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Lackow	Seth	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Landen	MaryEllen	ADDN - Summer School Teacher MS	ADCT	Amphi Middle School	Addendum		\$882.00	
Lang	William	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum		\$25.00 per hour	
Larson	Lisa	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Laughter	Marlana	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum		\$20.00 per hour	
Lepore	Andrew	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum		\$25.00 per hour	
Lindner	Breanna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	84
Lindner	Breanna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Lindner	Breanna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Lindner	Breanna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Lopez	Lindsay	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Lossou-Lossavi	Shari-Ann	ADDN - Summer School Teacher EL	ADCT	Nash Elementary	Addendum		\$2,866.50	
Lustenberger	Renee	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Maddox	Kenzie	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Manno	Theodore	ADDN - CTSO Stipend HS	ADCT	Ironwood Ridge High	Addendum		\$750.00	
Marner	Peggy	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	
Marner	Peggy	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	

*	2023-2024 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
Martinez	Amy	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Martinez	Jennifer	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Mayer	Ryan	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
McDole	Kimberly	ADDN - Certified Staff Trainer	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
McGee	Caryn	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
McGee	Caryn	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
McNew	Ann	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Meimer	Erwin	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$2,866.50	
Meimer	Erwin	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$882.00	
Meitner	Nickolas	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Mendez	Melisa	ADDN - Enrichment Tutor - ACHIEVE	ADCT	Amphi Middle School	Addendum		\$25.00 per hour	
Menzies	Sophia	ADDN - Summer School Teacher EL	ADCT	Nash Elementary	Addendum		\$2,866.50	
Michaels	Christina	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$2,866.50	
Michaels	Christina	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$882.00	85
Michaels	Christina	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Mooney	Becky	ADDN - Homebound	ADCT	Keeling Elementary	Addendum		\$42.00 per hour	
Mounts	Deborah	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Munson	Kelly	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Nau	Camille	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Nau	Camille	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Nelson	Katherine	ADDN - CTSO Stipend HS	ADCT	Ironwood Ridge High	Addendum		\$750.00	
Nelson	Tatum	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Nelson	Tatum	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Nicholson	Julia	Teacher - Sports Medicine and Rehal	ADCT	CDO High School	Added Duty		*\$8,457.33	

*	2023-2024 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
Nicley	Camille	ADDN - Certified Tutor	ADCT	CDO High School	Addendum		\$42.00 per hour	
Nixon	Natalie	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Olea Rowe	Briana	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Olea Rowe	Briana	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Olea Rowe	Briana	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Olszewski	Cynthia	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Owen	Lorraine	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Paredez	Jerell	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Parkey	Kenda	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Payne-Joos	Shannon	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Payne-Joos	Shannon	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Payne-Joos	Shannon	ADDN - Summer School Teacher EL	ADCT	Donaldson Elementary	Addendum		\$2,866.50	
Peace	Dustin	ADDN - Summer Weights	ADCT	CDO High School	Addendum		\$1,066.98	
Phelps	Susan	ADDN - ESY Psychologist	ADCT	Rillito Center	Addendum		\$45.33 per hour	86
Posada	Crianna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Posada	Crianna	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Post	Trina	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Post	Trina	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Powell	Matthew	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Pratt	Megan	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Randall	Melanie	ADDN - ESY Speech/Language Path	ADCT	Rillito Center	Addendum		\$47.91 per hour	
Rice	Christel	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Richards	Monet	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Richards	Monet	ADDN - Summer School Lead Teach	ADCT	La Cima Middle School	Addendum		\$5,428.50	

*	2023-2024 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	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Richards	Monet	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Robles	Nickolas	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Rondeau	Caroline	ADDN - Certified Staff Trainer	ADCT	Wetmore Center	Addendum		\$30.00 per hour	
Rondeau	Hana	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Ronstadt	Joshua	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Rose	Stileda	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Roseman	Ronny	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Rouille	Doreen	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$5,712.00	
Sallee	Katherine	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Schickling	Martha	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Shiba	Robert	ADDN - Summer School Teacher MS	ADCT	Cross Middle School	Addendum		\$2,866.50	
Shugert	Carmen	ADDN - CTSO Stipend HS	ADCT	Ironwood Ridge High	Addendum		\$1,750.00	
Simmons	Melody	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Singer	Sharon	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$2,856.00	87
Spencer	Dawna	ADDN - Summer School Special Ed.	ADCT	Donaldson Elementary	Addendum		\$2,866.50	
Steiner	Jake	ADDN - Summer School Special Ed.	ADCT	CDO High School	Addendum		\$5,712.00	
Strobel	Zachary	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Sullivan	Jenna	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Sutton	Kyle	ADDN - Summer School Teacher HS	ADCT	CDO High School	Addendum		\$5,712.00	
Tang	Hoa	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Tarbet	Jeremy	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Tarquin	Kathy	ADDN - Summer School Preschool T	ADCT	Donaldson Elementary	Addendum		\$3,360.00	
Taylor	Mickella	ADDN - Summer School Teacher EL	ADCT	Nash Elementary	Addendum		\$2,866.50	
Thomas	Kelley	ADDN - Summer School Special Ed.	ADCT	Coronado K-8 School	Addendum		\$2,866.50	

*	2023-2024 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	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Todd	Cary	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$2,866.50	
Todd	Cary	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Todd	Cary	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Todd	Cary	ADDN - Summer School Teacher MS	ADCT	La Cima Middle School	Addendum		\$882.00	
Tokars	Judith	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Tokars	Judith	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Traweek	Donna	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$5,712.00	
Trouard	Matthew	Coach - Soccer Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Van Varenberg	Tineke	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Van Varenberg	Tineke	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Van Varenberg	Tineke	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Velasquez	Jeanne	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Veltre	Cassie	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Venhuizen	Aurora	ADDN - School Support Team	ADCT	Holaway Elementary	Addendum		\$20.00 per hour	88
Weiler	Karissa	ADDN - Summer School Preschool T	ADCT	Keeling Elementary	Addendum		\$3,696.00	
Wells	Shyla	ADDN - Summer School Teacher EL	ADCT	Mesa Verde Elementary	Addendum		\$2,866.50	
Wentworth	Ann	ADDN - Summer School Teacher HS	ADCT	Ironwood Ridge High	Addendum		\$2,856.00	
Whetherhult	Stephen	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
White	Morgann	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Wong	Marina	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Wong	Marina	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum		\$20.00 per hour	
Woodard	Nicholas	ADDN - School Support Team	ADCT	La Cima Middle School	Addendum		\$20.00 per hour	
Youtsey	Drew	ADDN - School Support Team	ADCT	Keeling Elementary	Addendum		\$20.00 per hour	
Yrrizary	Alexis	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
* 2023-2024 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
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Aguirre	Adilene	ADDN - Summer School Preschool A	ADCL	Nash Elementary	Addendum		\$14.56 per hour	
Aldama	Ana	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.24 per hour	
Barbary	Jessica	ADDN - Summer School Health Aide	ADCL	Holaway Elementary	Addendum		\$14.45 per hour	
Barbary	Jessica	ADDN - Summer School Health Aide	ADCL	Holaway Elementary	Addendum		\$14.45 per hour	
Baron	Craig	ADDN - Summer School IT Specialis	ADCL	Cross Middle School	Addendum		\$15.55 per hour	
Barragan	Yohany	ADDN - Summer School Computer R	ADCL	Coronado K-8 School	Addendum		\$16.25 per hour	
Bladenegro	Mireya	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.70 per hour	
Blanco	Sandra	ADDN - Summer School Security Off	ADCL	Ironwood Ridge High	Addendum		\$15.00 per hour	
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$22.61 per hour	
Boyan	Beth	ADDN - Summer School SpEd TA	ADCL	Donaldson Elementary	Addendum		\$15.84 per hour	
Bragg	Sherri	ADDN - Summer School Health Aide	ADCL	Ironwood Ridge High	Addendum		\$15.50 per hour	
Bustamante	Julisa	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$15.14 per hour	
Bustamante Felix	Claudia	ADDN - Summer School Health Aide	ADCL	Mesa Verde Elementary	Addendum		\$16.81 per hour	
Campbell	Kevin	ADDN - Summer School IT Specialis	ADCL	Nash Elementary	Addendum		\$14.30 per hour	89
Campbell	Scott	ADDN - Summer School BIM	ADCL	Nash Elementary	Addendum		\$15.40 per hour	
Campbell	Tammy	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$22.99 per hour	
Carino	Monica	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$15.78 per hour	
Caska	Stephen	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.24 per hour	
Clark	Kandi	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$19.06 per hour	
Cochran	Tammy	ADDN - Summer School Campus Mo	ADCL	Donaldson Elementary	Addendum		\$15.24 per hour	
Cochran	Tammy	ADDN - Summer School Crossing Gu	ADCL	Donaldson Elementary	Addendum		\$15.24 per hour	
Contreras	Elsa	ADDN - Summer School Health Aide	ADCL	Cross Middle School	Addendum		\$14.45 per hour	
Cuyler	Wayne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.27 per hour	
Dalton-Aragon	Jaron	ADDN - Summer School Instructional	ADCL	La Cima Middle School	Addendum		\$14.00 per hour	
* 2023-2024 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
Doty	Emily	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$14.00 per hour	
Erskin	Charles	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$14.95 per hour	
Escarriga Castro	Frania	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$15.78 per hour	
Estrella	Elinora	ADDN - Summer School Classroom /	ADCL	Rio Vista Elementary	Addendum		\$14.15 per hour	
Farmer	Courtney	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.50 per hour	
Figueroa	Cameron	ADDN - Summer School SpEd TA	ADCL	Mesa Verde Elementary	Addendum		\$15.26 per hour	
Finney	Stephanie	ADDN - Summer School SpEd TA	ADCL	CDO High School	Addendum		\$15.55 per hour	
Fowler	Tracey	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$17.13 per hour	
Frankenberg	Viviana	ADDN - Extra Hours	ADCL	Walker Elementary	Added Duty		\$15.48 per hour	
Frankenberg	Viviana	ADDN - Summer School Preschool A	ADCL	Walker Elementary	Addendum		\$15.48 per hour	
Freney	Nicholas	ADDN - Summer School SpEd TA	ADCL	Rillito Center	Addendum		\$15.55 per hour	
Garcia	Brenda	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.08 per hour	
Garcia	Latissia	ADDN - Summer School SpEd TA	ADCL	CDO High School	Addendum		\$15.26 per hour	
Gerson	Lorelei	ADDN - Summer School SpEd TA	ADCL	Cross Middle School	Addendum		\$17.16 per hour	90
Glasford	Brittney	ADDN - Summer School Nurse	ADCL	La Cima Middle School	Addendum		\$22.61 per hour	
Gomez	Elizabeth	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$14.95 per hour	
Gomez	Ignacio	ADDN - Summer School IT Specialis	ADCL	Mesa Verde Elementary	Addendum		\$15.79 per hour	
Gonzalez	Maria	ADDN - Summer School Crossing Gt	ADCL	La Cima Middle School	Addendum		\$15.24 per hour	
Gonzalez	Maria	ADDN - Summer School Campus Mo	ADCL	La Cima Middle School	Addendum		\$15.24 per hour	
Graves	Martha	ADDN - Summer School SpEd TA	ADCL	Copper Creek Elementary	Addendum		\$15.55 per hour	
Guitron	Sarah	ADDN - Summer School Health Aide	ADCL	CDO High School	Addendum		\$14.28 per hour	
Gutierrez	Sharon	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$23.66 per hour	
Hagin	Lea	ADDN - Summer School Health Aide	ADCL	Coronado K-8 School	Addendum		\$15.14 per hour	
Harnick	Maria	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$16.14 per hour	

*	2023-2024 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
Harnick	Michael	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.24 per hour	
Harper	Ellis	ADDN - Summer School SpEd TA	ADCL	Amphi High School	Addendum		\$14.30 per hour	
Headley	Erika	ADDN - Summer School SpEd TA	ADCL	Mesa Verde Elementary	Addendum		\$15.52 per hour	
Holdcraft	Marilyn	ADDN - Summer School Classroom /	ADCL	Holaway Elementary	Addendum		\$14.15 per hour	
Holehan	Megan	ADDN - AV Tech - Special Events H	ADCL	Wetmore Center	Added Duty		\$20.00 per hour	
Houle	Barbara	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.07 per hour	
Hyatt	Kristy	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.24 per hour	
Ibarra De Cortes	Marcela	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$16.92 per hour	
Innes	Sandra	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.23 per hour	
Jansen	Sara	ADDN - Summer School Preschool A	ADCL	Painted Sky Elementary	Addendum		\$15.24 per hour	
Jimenez	Raul	ADDN - Summer School SpEd TA	ADCL	Cross Middle School	Addendum		\$14.30 per hour	
Johnson	Karri	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.37 per hour	
Laurie	Yetive	ADDN - ESY Student Services Coord	ADCL	Rillito Center	Addendum		\$15.26 per hour	
Leyvas	Laura	ADDN - Summer School Health Aide	ADCL	Nash Elementary	Addendum		\$14.00 per hour	
Limon-Ortega	Miriam	ADDN - Summer School Preschool A	ADCL	Nash Elementary	Addendum		\$15.24 per hour	
Lopez	Rebecca	ADDN - Summer School SpEd TA	ADCL	Donaldson Elementary	Addendum		\$14.30 per hour	
MacIntyre	Duncan	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.41 per hour	
Marquez	Patricia	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$19.60 per hour	
Martinez	Susanna	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$17.78 per hour	
Martinsen	Katherine	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$16.53 per hour	
McCormick	Marina	ADDN - Summer School Presch. Inst	ADCL	Painted Sky Elementary	Addendum		\$16.46 per hour	
McGann	Bonny	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$18.64 per hour	
McGann	Bonny	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$18.64 per hour	
Meneses	Annmarie	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$15.24 per hour	

91

*	2023-2024 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
Miller	Mitchell	ADDN - Summer School IT Specialis	ADCL	CDO High School	Addendum		\$17.64 per hour	
Mixson	Kaelynn	ADDN - Summer School Campus Mo	ADCL	Mesa Verde Elementary	Addendum		\$14.00 per hour	
Mixson	Kaelynn	ADDN - Summer School Crossing Gt	ADCL	Mesa Verde Elementary	Addendum		\$14.00 per hour	
Moody	Dora	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.08 per hour	
Moreno Andrade	Elizabeth	ADDN - Summer School Classroom /	ADCL	Rio Vista Elementary	Addendum		\$15.55 per hour	
Muscarello	Chelsea	ADDN - Summer School SpEd TA	ADCL	La Cima Middle School	Addendum		\$15.54 per hour	
Muscarello	Chelsea	ADDN - Summer School Instructional	ADCL	La Cima Middle School	Addendum		\$14.00 per hour	
Myers	Crystal	ADDN - Summer School Health Aide	ADCL	Donaldson Elementary	Addendum		\$16.17 per hour	
Neisus	Penny	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$19.19 per hour	
Noriega	Yvonne	ADDN - Summer School Campus Mo	ADCL	Nash Elementary	Addendum		\$15.24 per hour	
Noriega	Yvonne	ADDN - Summer School Crossing Gt	ADCL	Nash Elementary	Addendum		\$15.24 per hour	
Noshery	Aaron	ADDN - Summer School IT Specialis	ADCL	Donaldson Elementary	Addendum		\$15.55 per hour	
Ochoa	Adelina	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.41 per hour	
O'Connell	Amanda	ADDN - Summer School Classroom /	ADCL	Keeling Elementary	Addendum		\$14.15 per hour	92
Olen	Laura	ADDN - Summer School Preschool A	ADCL	Nash Elementary	Addendum		\$14.56 per hour	
Olivares Velarde	Sara	ADDN - Summer School Classroom /	ADCL	Prince Elementary	Addendum		\$14.15 per hour	
Palmer	Marcus	ADDN - Summer School Campus Mo	ADCL	Cross Middle School	Addendum		\$15.24 per hour	
Pamela	Pinkmary	ADDN - Summer School Classroom /	ADCL	Mesa Verde Elementary	Addendum		\$14.72 per hour	
Parra	Deborah	ADDN - Summer School Classroom /	ADCL	Mesa Verde Elementary	Addendum		\$14.72 per hour	
Pearcy	Cindy	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$15.24 per hour	
Pearcy	Cindy	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		*\$15.54 per hour	
Perez	Daryana	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$14.00 per hour	
Perez	Daryana	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$14.00 per hour	
Pinto	Arcilio	ADDN - Summer School Security Off	ADCL	CDO High School	Addendum		\$16.28 per hour	

*	2023-2024 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
Plattor	Edward	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.94 per hour	
Priest	Shannon	ADDN - Summer School SpEd TA	ADCL	Mesa Verde Elementary	Addendum		\$15.55 per hour	
Quijada	Mary	ADDN - Summer School Health Aide	ADCL	Copper Creek Elementary	Addendum		\$14.45 per hour	
Quinn	Vanessa	ADDN - Summer School SpEd TA	ADCL	Mesa Verde Elementary	Addendum		\$15.71 per hour	
Ramirez	David	ADDN - Bus Driver Referral	ADCL	Transportation	Addendum		\$150.00	
Ramirez	Martha	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$16.74 per hour	
Ren	Lisa	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$16.07 per hour	
Robison	Julia	ADDN - Summer School Preschool A	ADCL	CDO High School	Addendum		\$14.00 per hour	
Rodriguez	Klariza	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		*\$15.25 per hour	
Rodriguez	Klariza	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$14.95 per hour	
Salaz III Smith	Yvonne	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$16.70 per hour	
Salaz III Smith	Yvonne	ADDN - Summer School Security Off	ADCL	Ironwood Ridge High	Addendum		\$16.70 per hour	
Salvas	Paul	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.68 per hour	
Santillan	Mary Beth	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$31.98 per hour	93
Santillan	Mary Beth	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$31.98 per hour	
Scardaville	Anthony	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.70 per hour	
Sena	John	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.63 per hour	
Sevinsky	Nicole	ADDN - Summer School SpEd TA	ADCL	CDO High School	Addendum		\$15.46 per hour	
Shields	Donna	ADDN - Summer School Presch. Inst	ADCL	Nash Elementary	Addendum		\$15.29 per hour	
Sipchen	James	ADDN - Summer School SpEd TA	ADCL	Rillito Center	Addendum		\$15.55 per hour	
Slaton	Stephanie	ADDN - Summer School Security Off	ADCL	CDO High School	Addendum		\$15.00 per hour	
Squibb	Holly	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$14.00 per hour	
St Onge	Mindy	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$17.25 per hour	
Startt	Carolyn	ADDN - Summer School Classroom /	ADCL	Mesa Verde Elementary	Addendum		\$14.15 per hour	

*	2023-2024 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
Strang	Alecia	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.02 per hour	
Taylor	Miriah	ADDN - Summer School Preschool A	ADCL	CDO High School	Addendum		\$14.00 per hour	
Teran	Anais	ADDN - Summer School Crossing Gt	ADCL	Holaway Elementary	Addendum		\$14.00 per hour	
Teran	Anais	ADDN - Summer School Campus Mo	ADCL	Holaway Elementary	Addendum		\$14.00 per hour	
Teran	Anais	ADDN - Summer School Crossing Gt	ADCL	Holaway Elementary	Addendum		\$14.00 per hour	
Teran	Anais	ADDN - Summer School Campus Mo	ADCL	Holaway Elementary	Addendum		\$14.00 per hour	
Thomas	Colleen	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$19.54 per hour	
Toothman	Victoria	ADDN - Summer School SpEd TA	ADCL	CDO High School	Addendum		\$15.55 per hour	
Topar	Robin	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$20.88 per hour	
Utley	Lourdes	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$14.00 per hour	
Utley	Lourdes	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$14.00 per hour	
Welchert	Heather	ADDN - Summer School Crossing Gt	ADCL	Keeling Elementary	Addendum		\$14.00 per hour	
Wilford	Cindy	ADDN - Summer School SpEd TA	ADCL	Ironwood Ridge High	Addendum		\$16.88 per hour	
Wilford	Cindy	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$16.88 per hour	94
Wilson	Hermon	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.07 per hour	
Winkel	Cheryl	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$15.40 per hour	
Zack	Catherine	ADDN - Summer School Classroom /	ADCL	Holaway Elementary	Addendum		\$14.15 per hour	
Zanes	Raelene	ADDN - Extra Hours	ADCL	Food Service Admin	Added Duty		\$15.24 per hour	

*	2023-2024 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		



## LITERACY (ELA) CURRICULUM COORDINATOR (9-12)

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### QUALIFICATIONS

#### A. REQUIRED

- Bachelor's degree or higher
- Valid Arizona teaching certificate
- Knowledge of the Arizona State Standards
- Teaching experience in the use of effective practices related to reading and English Language Arts instruction
- Staff development experience
- Equivalent training, education or experience that would substitute for minimum requirements

#### B. DESIRED

- Master's degree or equivalent experience
- Highly qualified status in English Language Arts
- Reading endorsement
- Experience leading District level professional development

### SUMMARY

The Literacy (ELA) Curriculum Coordinator (9-12) provides training, modeling, coordination, support, and assistance to support teachers' professional development in reading, writing, speaking, and listening (ELA).

Reports to: Director of Curriculum and Assessment

### ESSENTIAL FUNCTIONS

- Provides leadership and instruction regarding the best practices in literacy instruction
- Collects literacy assessment data from sites
- Familiar with providing instruction for children with reading disabilities (i.e., dyslexia)
- Analyzes data using technology tools and software (e.g., EXCEL, databases, etc.)
- Evaluates data from State testing and provides guidance to ELA teachers
- Conducts demonstration lessons using best practices in reading and literacy instruction
- Facilitates the cycle of continuous improvement through data collection and analysis using literacy assessments
- Collaborates and coordinates with principals and staff regarding English Language Arts instruction and assists schools in the development of literacy improvement plans
- Collaborates with teachers to provide instructional and programmatic support for IB, Cambridge, and Dual Enrollment subjects related to English Language Arts



## LITERACY (ELA) CURRICULUM COORDINATOR (9-12)

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- Develops, provides and assists with staff development and initiatives regarding best practices in English Language Arts programs in grades 9-12
- Provides coaching for teachers in the planning, development and refinement of effective teaching practices
- Assists with implementation of English Language Arts activities, programs and plans
- Arranges and facilitates model teaching, observations, and debriefing within each school site
- Assists in managing and coordinating district English Language Arts programs and initiatives
- Understands and effectively applies educational research
- Evaluates, monitors and assists with the selection of English Language Arts materials
- Understands and effectively applies educational research
- Evaluates, monitors and assists with the selection of English Language Arts materials
- Serves on committees pertinent to learning and instruction
- Assists in administration and creation of common formative assessments and curricular resources
- Collaborates with other district personnel in the design and delivery of staff development services to schools
- Maintains knowledge of and complies with state, federal and district regulations
- Works flexible hours, including weekends and evenings as required
- Attends State trainings relative to standards-based instruction in English Language Arts and early reading acquisition
- Assists with the full implementation of the Arizona English/Language Arts (ELA) Standards
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district wide educational advancement in 21<sup>st</sup> Century skills
- Integrates knowledge and skills that align with the district Portrait of a Graduate
- Performs related duties as required

### MENTAL AND PHYSICAL REQUIREMENTS

- Ability to analyze, interpret and solve problems
- Ability to communicate individually and in group settings
- Ability to communicate effectively, both orally and in writing
- Ability to prioritize and handle multiple tasks simultaneously
- Ability to see, hear and speak at normal range, with or without reasonable accommodations
- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time

FLSA: Exempt  
Professional Exempt  
Revised June 2023



### **LITERACY (ELA) CURRICULUM COORDINATOR (9-12)**

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- Ability to reach, stoop, bend, kneel, lift and carry up to 20 pounds
- Ability to operate digital office equipment
- Ability to drive a vehicle



## MATH CURRICULUM COORDINATOR (9-12)

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### QUALIFICATIONS

#### A. REQUIRED

- Bachelor's degree or higher
- Valid Arizona teaching certificate
- Knowledge of Arizona Mathematics Standards
- Teaching experience in the use of effective practices related to mathematics instruction
- Staff development experience
- Equivalent training, education or experience that would substitute for minimum requirements

#### B. DESIRED

- Master's degree or equivalent experience
- Highly qualified status in Mathematics
- Valid Arizona Math Specialist Endorsement
- Experience leading District level professional development

### SUMMARY

The Mathematics Curriculum Coordinator (9-12) provides training, modeling, coordination, support, and assistance to support teachers' professional development in mathematics.

Reports to: Director of Curriculum and Assessment

### ESSENTIAL FUNCTIONS

- Provides leadership and instruction regarding the best practices in mathematics instruction for grades 9-12
- Collects math assessment data from sites
- Assists with common finals in math
- Analyzes data using technology tools and software (e.g., EXCEL, databases, etc.)
- Evaluates data from State testing and provides guidance to teachers
- Conducts demonstration lessons using best practices in math instruction
- Facilitates the cycle of continuous improvement through data collection and analysis using common formative assessments
- Collaborates and coordinates with principals and staff regarding mathematics instruction and assists schools in the development of math improvement plans
- Collaborates with teachers to provide instructional and programmatic support for IB, Cambridge, and Dual Enrollment subjects related to mathematics
- Develops, provides and assists with staff development and initiatives regarding best practices in Mathematics programs in grades 9-12
- Arranges and facilitates model teaching, observations, and debriefing within each school site



## **MATH CURRICULUM COORDINATOR (9-12)**

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- Provides coaching for teachers in the planning, development and refinement of effective teaching practices
- Assists with implementation of math activities, programs and plans
- Assists in managing and coordinating district math programs and initiatives
- Understands and effectively applies educational research
- Evaluates, monitors, and assists with the selection of math materials
- Assists in administration of district assessments
- Provides leadership and instruction regarding the best practices in math instruction
- Serves on committees pertinent to learning and instruction
- Assists in administration and creation of common formative assessments and curricular resources
- Collaborates with other district personnel in the design and delivery of staff development services to schools
- Maintains knowledge of and complies with state, federal and district regulations
- Works flexible hours, including weekends and evenings as required
- Attends state trainings relative to standards-based instruction in math subjects
- Assists with the full implementation of Arizona Math Standards
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district wide educational advancement in 21<sup>st</sup> Century skills
- Integrates knowledge and skills that align with the district Portrait of a Graduate
- Performs related duties as required

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to analyze, interpret and solve problems
- Ability to communicate effectively, both orally and in writing
- Ability to communicate individually and in group settings
- Ability to prioritize and handle multiple tasks simultaneously
- Ability to see, hear and speak at normal range, with or without reasonable accommodations
- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to reach, stoop, bend, kneel, lift and carry up to 20 pounds
- Ability to operate digital office equipment
- Ability to drive a vehicle



## **SOCIAL STUDIES CURRICULUM COORDINATOR (9-12)**

---

### **QUALIFICATIONS**

#### **A. REQUIRED**

- Bachelor's degree or higher
- Valid Arizona teaching certificate
- Knowledge of the Arizona History and Social Science Standards
- Teaching experience in the use of effective practices related to Social Studies instruction
- Staff development experience
- Equivalent training, education or experience that would substitute for minimum requirements

#### **B. DESIRED**

- Master's degree or equivalent experience
- Highly qualified status in Social Studies, History, Government, or Economics
- Experience leading District level professional development

### **SUMMARY**

The Social Studies Curriculum Coordinator provides training, modeling, coordination, support, and assistance to support teachers' professional development in Social Studies.

Reports to: Director of Curriculum and Assessment

### **ESSENTIAL FUNCTIONS**

- Provides leadership and instruction regarding the best practices in Social Studies instruction for grades 9-12
- Analyzes data using technology tools and software (e.g., EXCEL, databases, etc.)
- Conducts demonstration lessons using best practices in Social Studies instruction
- Facilitates the cycle of continuous improvement through data collection and analysis using common formative assessments
- Collaborates and coordinates with principals and staff regarding Social Studies instruction
- Collaborates with teachers to provide instructional and programmatic support for IB, Cambridge, and Dual Enrollment subjects related to Social Studies.
- Develops, provides and assists with staff development and initiatives regarding best practices in Social Studies programs in grades 9-12
- Provides coaching for teachers in the planning, development and refinement of effective teaching practices
- Assists with implementation of Social Studies activities, programs and plans
- Assists in managing and coordinating district Social Studies programs and initiatives
- Understands and effectively applies educational research
- Evaluates, monitors and assists with the selection of Social Studies materials
- Serves on committees pertinent to learning and instruction



## **SOCIAL STUDIES CURRICULUM COORDINATOR (9-12)**

---

- Assists in administration and creation of common formative assessments and curricular resources
- Collaborates with other district personnel in the design and delivery of staff development services to schools
- Maintains knowledge of and complies with state, federal and district regulations
- Works flexible hours, including weekends and evenings as required
- Attends State trainings relative to standards-based instruction in Social Studies subjects
- Assists with the full implementation of the Arizona History and Social Science Standards
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district wide educational advancement in 21<sup>st</sup> Century skills
- Integrates knowledge and skills that align with the district Portrait of a Graduate
- Performs related duties as required

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to analyze, interpret and solve problems
- Ability to communicate individually and in group settings
- Ability to communicate effectively, both orally and in writing
- Ability to prioritize and handle multiple tasks simultaneously
- Ability to see, hear and speak at normal range, with or without reasonable accommodations
- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to reach, stoop, bend, kneel, lift and carry up to 20 pounds
- Ability to operate digital office equipment
- Ability to drive a vehicle



## SPECIAL EDUCATION COORDINATOR

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### QUALIFICATIONS

#### A. REQUIRED

- Bachelor's degree in Special Education or closely related field
- Valid Arizona Special Education Teacher Certificate
- Strong organizational, communication, public relations, and interpersonal skills

#### B. DESIRED

- Master's degree in Special Education or related field
- Valid Arizona Administrative Certificate
- Knowledge of general school operations
- Comprehensive understanding and working knowledge of curriculum and instruction
- Previous experience working with students with learning, intellectual, emotional, physical, and other disabilities
- Previous experience supervising programs, services, or personnel
- Previous experience developing and presenting professional development activities

### SUMMARY

Provides support to the Student Services Department administration in the management and operation of the Student Services Department. Under general direction and using independent judgment, promotes the execution of District, state and federal requirements regarding students with special needs; facilitates the implementation of programs and services; and oversees District level staff and operations.

Reports to: Executive Director of Student Services

### ESSENTIAL FUNCTIONS

- Assists administration with the supervision of support services staff: school social workers, vision and hearing teachers, coordinator assistants, and department office staff
- Coordinates, monitors, and conducts follow up for department tasks such as PostSchool Outcomes surveys, voucher student placements, homebound services and home instruction interventions
- Organizes and facilitates blended and distance learning programming for special education long-term suspended students
- Assists administration to oversee services provided to students placed in special education self-contained classrooms
- Assists administration to provide oversight for ADE compliance auditing and MIPS (Medicaid) maintenance and auditing activities
- Assists in the supervision of transition planning, community placements, and community-based instructional activities at sites
- Facilitates and conducts various departmental meetings and activities • Works with teachers and support staff to maintain IEP compliance
- Acts as liaison to various outside community agencies
- Assists with special education recruitment and hiring process



## **SPECIAL EDUCATION COORDINATOR**

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- Assists with the facilitation of curriculum and instructional development in special education classrooms
- Assists in the design and execution of pre-service and in-service training programs for teachers and teaching assistants in collaboration with department administration
- Works closely with families and school teams to resolve issues
- Exhibits patience, courtesy, and tact when dealing with others
- Promotes and supports District wide educational advancement in 21st century skills
- Integrates knowledge and skills that are relevant to the 21st century
- Performs other related duties as assigned

### **MENTAL AND PHYSICAL REQUIREMENTS**

- Ability to use strong communication skills, both verbal and written
- Ability to work irregular hours
- Ability to develop, implement and evaluate plans
- Ability to manage classroom organization, time, space and behavior
- Ability to perform functions from written and oral instructions and from observing/listening to others
- Ability to sit for extended periods of time
- Ability to reach, stoop, bend, and hold or grasp objects
- Ability to appropriately handle confidential information and records
- Ability to organize work and high volumes of information
- Ability to concentrate for extended periods of time
- Ability to process complicated mathematical computations
- Ability to multi-task
- Ability to research, analyze and formulate decisions quickly
- Ability to exercise judgment in accordance with established procedure



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

---

**DATE OF MEETING:**      **June 13, 2023**

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

---

**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of June 5, 2023.

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**RECOMMENDATION:**

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

---

**INITIATED BY:**

A handwritten signature in black ink, appearing to read "Michelle H. Tong".

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

Date: June 5, 2023

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

---

Todd A. Jaeger, J.D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Silva	Laura	Social Worker	CT-PR	Mesa Verde Elementary	07/28/2023	*Start Date
Tidwell	Madison	Teacher - Grade 3	CT	Copper Creek Elementary	05/12/2023	End Date
Altamirano	David	Auto Mechanic I	CL	Transportation	05/19/2023	End Date
Altamirano	David	Auto Mechanic I	CL	Transportation	04/13/2023	Start Date
Bramlett	Rita	Bus Driver	CL	Transportation	04/11/2023	Start Date
Drayer	Laura	Maintenance Supply Coordinator	CL	Facilities Support	05/17/2023	Extension Start Date
Krieger	Thomas	Auto Mechanic I	CL	Transportation	05/31/2023	Start Date
Stickney	Lisa	Secretary II	CL	Wetmore Center	05/10/2023	Start Date

105

\* 2023-2024 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:** June 13, 2023

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

---

**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of June 12, 2023.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: June 12, 2023

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Todd A. Jaeger, J.D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Acuna	Adriana	Social Worker	CT-PR	Painted Sky Elementary	05/19/2023	Resignation	
Alessi	Dawn	Teacher - Cross Categorical	CT	Amphi Academy Online	04/07/2023	Resignation	
Blayda	Meghan	Teacher - Grade 1	CT	Keeling Elementary	05/19/2023	Rescind	
Daigle	Kristine	Teacher - Grade 1	CT	Mesa Verde Elementary	05/19/2023	Resignation	
Devaney	Stacie	Teacher - Drama	CT	Wilson K-8 School	05/19/2023	Resignation	
Devaney	Stacie	Teacher - Music	CT	Wilson K-8 School	05/19/2023	Resignation	
Landen	MaryEllen	Teacher - Special Education	CT	Amphi Middle School	06/22/2023	Correction	Correction on end date
Sanchez-Moreno	Meylin	Teacher - Music	CT	Donaldson Elementary	05/19/2023	Resignation	
Sanchez-Moreno	Meylin	Teacher - Band	CT	Donaldson Elementary	05/19/2023	Resignation	
Schroeder	Marilyn	Teacher - Pandemic Recove	CT	Keeling Elementary	05/19/2023	Resignation	
Shepard	Shelley	School Nurse	CL-PR	Amphi High School	05/19/2023	Resignation	
Allen	M. Mitch	Educational Assistant to the	CL	Harelson Elementary	05/26/2023	Resignation	107
Armenta	Malissa	Registrar - AAO - K-12	CL	Amphi Academy Online	06/30/2023	Resignation	
Blick	Robyn	Campus Monitor	CL	Innovation Academy	04/18/2023	Resignation	
Brown	Dakota	Custodian I	CL	Wilson K-8 School	05/25/2023	Dismissal	
Capriles Reggeti	Adriana	Attendance Clerk	CL	La Cima Middle School	05/15/2023	Resignation	
Daigle	Seleste	Instructional Aide	CL	Keeling Elementary	05/18/2023	Resignation	
Kleespie	Nicholas	Maintenance Technician II	CL	Facilities Support	05/26/2023	Resignation	
Lavery	Veronica	HR Specialist	CL	Wetmore Center	05/16/2023	Resignation	
Lopez	Blanca	Custodian I	CL	Harelson Elementary	05/30/2023	Abandonment	
Lukasko	Jake	Library Clerk	CL	Ironwood Ridge High	05/26/2023	Resignation	
Lukasko	Jake	Library Media Technician I	CL	Ironwood Ridge High	05/26/2023	Resignation	
Marchan	Louis	Instructional Technology Spe	CL	Nash Elementary	04/07/2023	Resignation	

*	2023-2024 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

## GOVERNING BOARD MEETING SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Marchan	Louis	Instructional Technology Spe	CL	Nash Elementary	04/07/2023	Resignation	
North Morris	Matthew	Crossing Guard	CL	Innovation Academy	05/18/2023	Resignation	
Paredes	Marina	Student Services Coordinato	CL	Wetmore Center	05/25/2023	Retirement	
Sadler	Robert	Bus Driver	CL	Transportation	05/18/2023	Retirement	
San Martin	Irene	Food Service Attendant	CL	Walker Elementary	05/18/2023	Resignation	
Smith	Lenardo	Custodian I	CL	Amphi Middle School	05/18/2023	Resignation	
Wright	Paula	Food Service Attendant	CL	La Cima Middle School	04/07/2023	Abandonment	

108

*	2023-2024 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

06/13/2023

Substitutes

GOVERNING BOARD MEETING  
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Ayala	Melissa		CT		05/23/2023	
Bitters	Tara		CT		05/23/2023	
Brown	Sarah		CT		05/23/2023	
Burnett	Adam		CT		05/23/2023	
Burnett	Elizabeth		CT		05/23/2023	
Finley	Marian		CT		05/23/2023	
Goodridge	George		CT		05/23/2023	
Gossett	Hannah		CT		05/23/2023	
Haagensen	Kristin		CT		05/23/2023	
Immerman	Jared		CT		05/23/2023	
Jett	Aleaha		CT		05/23/2023	
Karna	John		CT		05/23/2023	
Knoll	Patricia		CT		05/24/2023	
Kromer	Janice		CT		05/23/2023	
Ksiazek	Linda		CT		05/23/2023	
Landau	Aubree		CT		05/24/2023	
Leake	Clifton		CT		05/23/2023	
Martin	Rhea		CT		05/23/2023	
McDaniel	Vanessa		CT		05/23/2023	
Morgan	Aaron		CT		05/15/2023	
Nason	Ronald		CT		05/24/2023	
Nicholson	Julia		CT		05/23/2023	
Palma	Ashley		CT		05/23/2023	
Perez	Isaac		CT		05/23/2023	
Peters	Jennifer		CT		05/23/2023	
Peterson	Matthew		CT		05/23/2023	
Riehl	Megan		CT		05/23/2023	
Roodvoets	Jessica		CT		05/23/2023	
Rubio Diaz	Sonia		CT		05/23/2023	
Sanchez	Nereyda		CT		05/23/2023	
Smith	David		CT		05/24/2023	

**06/13/2023  
GOVERNING BOARD MEETING  
SEPARATIONS**

**Substitutes**

Spoon	Charlotte	CT	05/11/2023
Stegen	Andrew	CT	05/24/2023
Stokes	Tina	CT	05/24/2023
Tinney	Terry	CT	05/24/2023
Walker	Tonya	CT	05/24/2023
Ward	Cameron	CT	05/24/2023
Wasilewski	Justine	CT	05/24/2023

Alarcon	Julian	CL	05/23/2023
Cao	Ying	CL	05/23/2023
Clark	Anna	CL	05/23/2023
Farran	Donald	CL	05/23/2023
Ferris	Carin	CL	05/22/2023
French	Sandra	CL	05/23/2023
Funair	Mark	CL	05/23/2023
Immerman	Kim	CL	05/23/2023
Jimenez	Sonia M	CL	05/23/2023
Kelly	Nicole	CL	05/23/2023
Kenney	Pamela	CL	05/23/2023
Leunen	Lynn	CL	05/23/2023
Mitchell	Patricia	CL	05/24/2023
Morales	Gloria	CL	05/23/2023
Perea	Maria	CL	05/23/2023
Reeves	Heather	CL	06/01/2023
Russell	Carolyn	CL	05/24/2023
Smith	Karin	CL	05/24/2023
Wisniewski	Elena	CL	05/24/2023

110

AD	Administrative
PR	Professional
CT	Certified
CL	Classified



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

---

**DATE OF MEETING:** June 13, 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 June 5, 2023.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

Date: June 5, 2023

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Todd A. Jaeger, J.D., Superintendent

6/13/2023

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Stott	Bryant	ADDN - Summer Weights	Ironwood Ridge High	Stipend	\$1,066.98

112

\* 2023-2024 School Year



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

---

**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$1,789,240.55**

---

**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.

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: June 12, 2023

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Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** June 13, 2023

**TITLE:** Acceptance of Gifts

---

**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: June 6, 2023

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Todd A. Jaeger, J.D., Superintendent

<b>Gifts and Donation List</b>		
<b>Gifts and Donations</b>		<b>6/13/2023</b>
Ck in the amount \$500.00	Robert & Melissa Good	Wilson K-8 School
Ck in the amount \$225.00	Pima County 4-H Executive Council	Amphitheater High School
Ck in the amount \$225.00	Tucson Desert Harmony	Amphitheater High School
Ck in the amount \$97.03	Charities Aid Foundation	Other
Ck in the amount \$200.00	RTI Survey Incentive Program	Cross Middle School



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

---

**DATE OF MEETING: June 13, 2023**

**TITLE: Receipt of April 2023 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.

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: June 2, 2023

Todd A. Jaeger, J.D., Superintendent

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending April 30, 2023**

Beginning Balance	\$ 3,286,293.02
Plus Deposits	181,956.41
Less Disbursements	<u>(211,800.17)</u>
Ending Book Balance For All Schools	<u><u>\$3,256,449.26</u></u>
Outstanding Deposits	(339,551.20)
Outstanding Checks	<u>104,648.15</u>
Ending Bank Balance For All Schools	<u><u>\$3,021,546.21</u></u>

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Student Activity Accounts  
For Month Ending April 30, 2023**

Beginning Balance	\$727,067.09
Plus Deposits	122,916.91
Less Disbursements	<u>(86,312.88)</u>
Ending Book Balance For All Schools	<u>\$763,671.12</u>
Outstanding Deposits	\$ (82,609.55)
Outstanding Checks	<u>43,276.32</u>
Ending Bank Balance For All Schools	<u>\$724,337.89</u>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending April 30, 2023**

<b><u>Amphi Middle School</u></b>	
Student Gov't	4,899.97
AVID	154.58
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
<b>Amphi Middle School Total</b>	<b>\$ 10,223.05</b>
<b><u>Copper Creek Elementary</u></b>	
Student Council	1,318.64
Accelerated Reader Club	-
Turquoise Times	32.28
<b>Copper Creek Total</b>	<b>\$ 1,350.92</b>
<b><u>Coronado K-8 Schools</u></b>	
Elementary Student Council	4,858.12
Middle School Student Council	3,833.91
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	3,498.82
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
<b>Coronado Total</b>	<b>\$ 27,703.99</b>
<b><u>Cross Middle School</u></b>	
Student Council	6,169.85
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	1,084.28
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
<b>Cross Middle School Total</b>	<b>\$ 27,360.32</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending April 30, 2023**

<b><u>Donaldson Elementary</u></b>	
Student Council	1,056.71
<b>Donaldson Total</b>	<b>\$ 1,056.71</b>
<b><u>Harelson Elementary</u></b>	
Student Council	613.60
5th Grade Activities	125.36
Track	307.65
<b>Harelson Total</b>	<b>\$ 1,046.61</b>
<b><u>Holaway Elementary</u></b>	
Student Council	856.24
<b>Holaway Total</b>	<b>\$ 856.24</b>
<b><u>Innovation Academy</u></b>	
Student Council	1,190.01
Algebra Club	936.09
Entrepreneur Club	43.90
Odyssey of the Mind	11,218.25
<b>Innovation Academy Total</b>	<b>\$ 13,388.25</b>
<b><u>Keeling Elementary</u></b>	
Student Council	930.71
<b>Keeling Total</b>	<b>\$ 930.71</b>
<b><u>La Cima Middle School</u></b>	
Student Council	4,579.75
NJHS	648.40
<b>La Cima Total</b>	<b>\$ 5,228.15</b>
<b><u>Mesa Verde Elementary</u></b>	
Student Council	4,616.31
<b>Mesa Verde Total</b>	<b>\$ 4,616.31</b>
<b><u>Nash Elementary</u></b>	
Student Council	1,634.36
<b>Nash Total</b>	<b>\$ 1,634.36</b>
<b><u>Painted Sky Elementary</u></b>	
Student Council	4,995.33
Nature Shop	929.20
Orchestra	304.74
Band	344.45
Chorus	653.42
Milers	1,016.75
OM	951.79
Bagel & Books	-
Sign Language	126.00
Algebra	-
Yoga	-
NEHS	1,008.24
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
<b>Painted Sky Total</b>	<b>\$ 10,682.77</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending April 30, 2023**

**Prince Elementary**

Student Council	760.97
<b>Prince Total</b>	<b>\$ 760.97</b>

**Rio Vista Elementary**

Student Council	981.94
<b>Rio Vista Total</b>	<b>\$ 981.94</b>

**Walker**

Student Council	2,419.87
Fitness Fanatics	257.90
Odyssey of the Mind	1,281.22
<b>Walker Total</b>	<b>\$ 3,958.99</b>

**Wilson**

Student Council	9,905.38
Algebra Club	473.77
Archery Club	606.67
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)	1,764.17
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	2,319.03
<b>Wilson Total</b>	<b>\$ 27,611.59</b>

**Total K-8 Club Balances** **\$ 139,391.88**

Plus: Outstanding Checks	23,537.19
Less: Outstanding Deposits (Inc CC's)	(20,989.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

**Bank Balance** **\$ 141,940.07**

Sweep Account	\$ 141,940.07
	0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending April 30, 2023**

1001 Student Council	\$ 14,115.06	1470 Soccer -Girls	\$ 116.76
1035 Art Club	920.01	1480 Link Crew	-
1070 Band Club	674.18	1520 Media Club	1,223.37
1080 Baseball	2,959.09	1560 National Honor Society	91.12
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	1,845.73	1630 Panther Popcorn	2,916.06
1115 Choir Club	3,239.43	1730 ASL Club	3,053.37
1120 AVID Club	155.36	1744 Auto Skills USA Amphi Chapter	4,905.42
1128 Mt. Bike Club	533.26	1745 Soccer -Boys	112.82
1145 AHS Chess Club-GOT	20.00	1770 Softball Club	1,510.08
1172 Dance Club	0.43	1780 Spanish Club	1,355.03
1180 Basketball -Boys	8,141.75	1785 AHS Spiritlines	439.98
1200 Panther Partners Club	2,721.73	1790 Cross Country Club -Girls	1,663.53
1227 Yearbook Club	1,341.85	1795 Cross Country Club -Boys	-
1234 FFA Club	2,797.87	1803 HOSA Club	508.28
1235 FFA - Fair Checks	13,370.71	1830 Swim Club	1,220.19
1240 Fut Comp Scientists of AHS	374.06	1835 Tennis -Girls	11.72
1245 French Club	2,478.99	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	6,295.60
1290 Wrestling	1,974.45	1950 Bookstore Over/Short	0.50
1300 Football Club	741.69		
1310 Inter Act Club	1,419.25		
1350 Volleyball -Boys	109.35		

**Amphi High School Total Clubs** \$ 97,821.89

Plus: Outstanding Checks	4,644.92
Less: Outstanding Deposits (Inc CC's)	(4,796.50)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	(0.20)
<b>Bank Balance</b>	<u><u>\$ 97,670.11</u></u>

Sweep Account \$ 97,670.11

0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending April 30, 2023**

1001 Student Council	\$ 66,710.09	1300 Football Club	\$ 1,879.84
1020 Academic Decathlon	8,906.49	1345 Take-A-Hike Club	133.18
1031 Black Excellence Student Union	231.50	1350 Volleyball -Boys	1,157.46
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	2,468.14
1081 Be Kind /Ben's Bell Club	465.64	1530 Model United Nations	208.84
1083 Biology Club	895.16	1560 National Honor Society	1,626.70
1084 Bowling Club	296.74	1575 United Native Nations	-
1085 Golf -Boys	18,477.35	1590 Odyssey of the Mind	9,288.32
1110 Basketball -Girls	16,148.36	1600 Orchestra Club	9.55
1111 Book Club	20.62	1640 Ping Pong	-
1113 Drama Club	6,472.00	1650 Psychology Club	28.00
1115 Choir	4,044.48	1710 Math Club	205.72
1118 Engineering Club	873.59	1740 Sign Language Club	1.47
1128 Mountain Bike	-	1742 Senior Spirit Squad	333.69
1140 Chemistry Club	398.13	1743 Skills USA Architecture	5,427.00
1145 Chess	1,184.31	1744 Skills USA Autos	8,430.23
1150 Culinary Arts/FCCLA	3,878.49	1745 Soccer -Boys	27.60
1155 Catering	11,787.16	1770 Softball Club	2,245.35
1172 Dance	8,711.24	1780 Spanish Club	1,024.58
1180 Basketball -Boys	2.66	1785 Spiritline/ Cheer	10,590.48
1200 Dream Team	6,639.18	1790 Cross Country	2,001.88
1220 Girls Who Code Club	-	1800 Sports Medicine- HOSA	3,219.74
1224 Entrepreneurship Club	1,379.00	1830 Swim Club	-
1225 Environmentalist Club	268.16	1835 Tennis -Girls	183.58
1226 Early Childhood	5,737.91	1840 Tennis -Boys	5,630.58
1227 Yearbook	6,805.07	1860 Track & Field Club	21,941.41
1230 FCA Club	-	1865 TRI-M Club	831.48
1245 French Club	126.76	1880 Unicycle	-
1250 FBLA	174.00	1905 Volleyball -Beach	7,156.42
1254 Fashion Photography	26.00	1950 Bookstore Over/Short	-
1255 Photography Club	3,421.71		
1267 LGBTQ+	266.62		
1270 German Club	756.36		
1280 Golf -Girls	-		
1290 Wrestling	9,785.19		

**CDO High School Total Clubs** **\$ 273,715.10**

Plus: Outstanding Checks	7,527.36
Less: Outstanding Deposits (Inc CC's)	(18,489.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 262,753.46</b>

Sweep Account \$ 262,753.46  
0.00

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending April 30, 2023**

1001 Student Council	\$ 56,363.27	1530 Model United Nations	14,966.32
1035 Art Club	2,054.43	1560 National Honor Society	3,170.01
1040 Photography/Skills USA	-	1590 Odyssey of the Mind	-
1070 Band Club	240.51	1595 Japanese	311.87
1075 Cares for Kids	212.37	1600 Orchestra Club	3.75
1080 Baseball	1,807.71	1630 Journalism	8,019.87
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	9,046.38
1115 Choir	3,628.31	1750 Robotics Club	2,289.45
1150 Culinary Arts	2,120.79	1770 Softball Club	230.01
1172 Pomline	7,923.00	1780 Spanish Club	-
1180 Basketball -Boys	1,448.86	1785 Spirit-Cheer Club	3,018.36
1203 Pop till you Drop	90.66	1790 Cross Country	906.13
1215 Animal Club	-	1800 Sports Medicine	1,325.98
1227 Yearbook	32,792.37	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	7,321.82
1255 Film	1,690.89	1850 Tech Theater Club	1,209.94
1260 Gaming	114.95	1860 Track & Field Club	-
1265 Q Club	399.57	1900 Volleyball -Girls	10,921.79
1275 Golf -Girls	51.33	1905 Volleyball -Beach	13,788.51
1285 History/Travel	1,235.69	1910 So. AZ Veterans Heritage Club	2,423.88
1290 Wrestling	2,153.12	1940 Young Life	15.00
1300 Football	12,521.35	1950 Bookstore Over/Short	-
1350 Volleyball -Boys	12,819.48		
1400 HOSA-Bio Science Club	3,409.15		
1430 Key Club	1,002.82		
1470 Soccer -Girls	14,507.29		

<b>IRHS School Total Clubs</b>	<b><u>\$ 253,134.93</u></b>
Plus: Outstanding Checks	7,566.85
Less: Outstanding Deposits (Inc CC's)	(38,727.53)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b><u>\$ 221,974.25</u></b>

Sweep Account \$ 221,974.25  
0.00



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

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**DATE OF MEETING:** June 13, 2023

**TITLE:** Approval of Parent Support Organization(s) – 2023-2024

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**BACKGROUND:**

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

IRHS Football Booster  
IRHS Theater Booster Club  
Innovation Academy PTO

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: June 5, 2023

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Todd A. Jaeger, J.D., Superintendent

Print Form

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

School Year 2023-2024

Name of Organization IRHS Theater Booster Club

School Ironwood Ridge High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 27-5066396

OFFICERS:

Name: Shawna Dorame

Name: Tiffany Greer

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 05/18/23

Date taking office: 05/01/22

Name: Renee Vanselow

Name: Caroline Murphy

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 05/18/23

Date taking office: 08/01/22

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

- 2) I.R.S. Determination Letter (first year only) \_\_\_\_\_
- 3) Annual budget, goals and objectives ✓
- 4) Current operating by-laws ✓
- 5) Last fiscal year AZ Corporation Commission Annual Report ✓
- 6) Last fiscal year I.R.S. Form 990 Annual Report ✓
- 7) Most recent treasurers financial report ✓
- 8) Most recent bank statement ✓

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

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

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

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

Renee Vanselow 5/18/23  
Signature Date

Tiffany Greer 05/18/23  
Signature Date

[Signature] 5/18/23  
Signature Date

[Signature] 5/18/23  
Signature Date

Site Administrator's Approval: [Signature]  
Signature

5-18-23  
Date

MAY 23 '23 PM 12:56

For district use:

Finance Department recommendation: approval

Governing Board Agenda date: 6/13/23

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

School Year 2023-2024

Name of Organization IRHS Football Booster

School Ironwood Ridge High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 81-1002599

OFFICERS:

Name: Geneva Lopez

Name: Don Morris

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 03/07/22

Date taking office: 03/07/22

Name: Jennifer Serrano

Name: Laura Rittenbach

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 03/07/22

Date taking office: 04/2023

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.

Geneva Lopez 5/4/2023  
Signature Date

Don Morris 5/4/23  
Signature Date

Michelle 4 May 23  
Signature Date

Laura R 5/4/23  
Signature Date

Site Administrator's Approval: [Signature] 5-19-23  
Signature Date

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 6/13/23

MAY 23 '23 PM 12:55

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

School Year 2023-2024

Name of Organization Innovation Academy PTO School Innovation Academy

Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 81-5279072

OFFICERS:

Name: Sarah Branski Name: April Hawthorne

Office Held: President Office Held: Treasurer

Address: \_\_\_\_\_ Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_ Phone(s): \_\_\_\_\_

Date taking office: 07/01/23 Date taking office: 07/01/23

Name: Jen Dalesio Name: Ekna Rehm

Office Held: Vice Presiden Office Held: Secretary

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_ Phone(s): \_\_\_\_\_

Date taking office: 07/01/23 Date taking office: 07/01/23

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

- Formal Non-Profit Please Attach: 1) Articles of Incorporation (first year only) n/a
- 2) I.R.S. Determination Letter (first year only) n/a
- 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>Sarah Branski</u>	<u>5/13/23</u>	<u>Jennifer Dalesio</u>	<u>5.17.23</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>5/17/23</u>	<u>April Hawthorne</u>	<u>5.17.23</u>
Signature	Date	Signature	Date

Site Administrator's Approval: [Signature] 5/26/2023 JUN 2 '23 PM 12:22

For district use: Finance Department recommendation: approval  
Governing Board Agenda date: 5/13/23



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

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**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Sole Source Vendors for Fiscal Year 2024**

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**BACKGROUND:**

Pursuant to the *Arizona Administrative Code, Article 10, Section R7-2-1053*, the District, may utilize products and services from a limited number of sole source vendors. Products and services available from a single source to include professional development, supplemental curriculum materials, MAP testing, programs for the deaf, law enforcement, and software upgrades.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve the attached list of Sole Source vendors for Fiscal Year 2023-2024.

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: June 2, 2023

Todd A. Jaeger, J.D., Superintendent

Vendor Name	Award Nu	Award Descript	Comments
AP Fire Protection	B/A	SOLE SOURCE	Fire Sprinkler System Maint, Repair, Related Services(Gov Bd approved, 6/2022)
Apperson, Inc.	B/A	SOLE SOURCE	SCANTRON MATERIALS(Gov Bd approved, 6/2022)
Assoc Supervision & Curriculum Dev	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATION(Gove Bd approved, 6/2022)
Avid Center	B/A	SOLE SOURCE	PROFESSIONAL DEVELOPMENT(Gove Bd approved, 6/2022)
AZ Business & Education Coalition	B/A	SOLE SOURCE	PROFESSIONAL DEVELOPMENT(Gove Bd approved, 6/2022)
AZ Daily Star	B/A	SOLE SOURCE	ADVERTISING(Gove Bd approved, 6/2022)
AZ Interscholastic Association	B/A	SOLE SOURCE	HS SPORTS ACTIVITIES GOVERNANCE ORGANIZATION(Gove Bd approved, 6/2022)
AZ K-12 Center	B/A	SOLE SOURCE	PROFESSIONAL DEVELOPMENT(Gove Bd approved, 6/2022)
AZ Odyssey Of The Mind	B/A	SOLE SOURCE	SOLE SOURCE(Gove Bd approved, 6/2022)
AZ School Board Assoc	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATIONmembership dues(Gove Bd approved, 6/2022)
Ben's Bells Inc.	B/A	SOLE SOURCE	BE KIND MURALS, SUPPLIES(Gove Bd approved, 6/2022)
Black Box Network Services Inc	B/A	SOLE SOURCE	VOICE/VOIP SERVICES FOR PHONE SYSTEM(Gove Bd approved, 6/2022)
Brainpop	B/A	SOLE SOURCE	SUPPLEMENTAL ONLINE CURRICULUM(Gove Bd approved, 6/2022)
College Board/Ap Program	B/A	SOLE SOURCE	ASSESSMENT MATERIALS(Gove Bd approved, 6/2022)
College Board/PSAT	B/A	SOLE SOURCE	College Prep Test Per SL added 10/19/2022
Community Outreach Program For The Deaf	B/A	SOLE SOURCE	SERVICES FOR DEAF & HARD OF HEARING(Gove Bd approved, 6/2022)
Curriculum Associates, Llc	B/A	SOLE SOURCE	INTERVENTION MATERIALS (I-READY)(Gove Bd approved, 6/2022)
Encyclopedia Britannica Inc	B/A	SOLE SOURCE	SUPPLEMENTAL ONLINE MATERIALS(Gove Bd approved, 6/2022)
Frontline Technologies Group Llc	B/A	SOLE SOURCE	SUBSTITUTE PLACEMENT SOFTWARE AND MAINTENANCE(Gove Bd approved, 6/2022)
Houghton Mifflin Harcourt Pub Co	B/A	SOLE SOURCE	SUPPLEMENTAL CURRICULUM MATERIALS(Gove Bd approved, 6/2022)
Infinite Campus, Inc.	B/A	SOLE SOURCE	Tyler Sys; Campus Cloud for students & supportentered, per L Estep, per SLittle 11/1/22
Insignia Software Corporation	B/A	SOLE SOURCE	LIBRARY AUTOMATION PRODUCTS(Gove Bd approved, 6/2022)
Intl Baccalaureate	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATION, SUPPLEMENTAL MATERIALS(Gove Bd approved, 6/2022)
InTouch Receiving	B/A	SOLE SOURCE	TOUCHBASE TRANSACTION FEES(Gove Bd approved, 6/2022)
Jobing.com	B/A	SOLE SOURCE	Advertising (Gove Bd approved, 6/2022 for FY 23-24)
Johnson Controls Fire Protect LP	B/A	SOLE SOURCE	REPLACEMENT PARTS, SERVICE & EQUIPMENT(FORMERLY SIMPLEX)(Gove Bd approved, 6/2022)
Learning Without Tears	B/A	SOLE SOURCE	SUPPLEMENTAL CURRICULUM MATERIALS(Gove Bd approved, 6/2022) for FY 23-24
Literacy Connects	B/A	SOLE SOURCE	(Gove Bd approved, 6/2022) for FY 23-24
Lrp Conferences & Publications	B/A	SOLE SOURCE	PROFESSIONAL DEVELOPMENT & PUBLICATIONS(Gove Bd approved, 6/2022)
Mcgraw-Hill School Education	B/A	SOLE SOURCE	LANGUAGE FOR LEARNING PROGRAMS, ALEKSsuch as: TextbooksAdded "textbooks" 5/1/23Gov Bd approved, 6/2022
MSR West, Inc	B/A	SOLE SOURCE	CALIBRATIONS FOR GRASON-STADLER AUDIOLOGY EQUIPMENT(Gove Bd approved, 6/2022)
Multicard	B/A	SOLE SOURCE	EVENT HANDLER SOFTWARE INTERFACE AND STUDENT ID CARDS AND SYSTEMS(Gove Bd approved, 6/2022)
Natl School Boards Assoc (Nsba)	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATION(Gove Bd approved, 6/2022)
NW Evaluation Association	B/A	SOLE SOURCE	MAP TESTING(Gove Bd approved, 6/2022)
Odyssey Of The Mind Program	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATION(Gove Bd approved, 6/2022)
Parents As Teachers Nat'L Center	B/A	SOLE SOURCE	PROFESSIONAL ORGANIZATION(Gove Bd approved, 6/2022)
Pearson Assessments	B/A	SOLE SOURCE	ASSESSMENT MATERIALS(Gove Bd approved, 6/2022)
Phoenix Desert Summer Institute	B/A	SOLE SOURCE	PROFESSIONAL DEVELOPMENT(Gove Bd approved, 6/2022)
Pima Community College	B/A	SOLE SOURCE	ACADEMIC & ADVISORY DEPARTMENTS(Gove Bd approved, 6/2022)
Powerschool Group LLC	B/A	SOLE SOURCE	SOFTWARE UPGRADES(Gove Bd approved, 6/2022)
Project Lead The Way	B/A	SOLE SOURCE	SUPPLEMENTAL MATERIALS(Gove Bd approved, 6/2022)
Realityworks Inc	B/A	SOLE SOURCE	REAL CARE INFANT EQUIPMENT & SOFTWARE(Gove Bd approved, 6/2022)
Savvas Learning Company LLC	B/A	SOLE SOURCE	MATH TEXTBOOK ADOPTION (GRADES 6-8)ENVISION, and other textbook topics outside of math Added "other textbooks 5/1/23
Scholastic Books	B/A	SOLE SOURCE	SCHOLASTIC BOOKS(Gove Bd approved, 6/2022)
Scholastic Inc	B/A	SOLE SOURCE	SUPPLEMENTAL CURRICULUM MATERIALS(Gove Bd approved, 6/2022)
Scholastic Magazine	B/A	SOLE SOURCE	SOLE SOURCE(Gove Bd approved, 6/2022)
Scholastic News	B/A	SOLE SOURCE	SCHOLASTIC(Gove Bd approved, 6/2022)
Scholastic Teaching Resources	B/A	SOLE SOURCE	SCHOLASTIC(Gove Bd approved, 6/2022)
Seas Education, Inc.	B/A	SOLE SOURCE	MEDICAIDE REIMBURSEMENT SERVICES(Gove Bd approved, 6/2022)
Sw Gas Corp	B/A	SOLE SOURCE	UTILITY(Gove Bd approved, 6/2022)
Teamtaylor	B/A	SOLE SOURCE	Applicant System (Gove Br approved, 7/2022 for FY 23-24)
Time For Kids	B/A	SOLE SOURCE	SUPPLEMENTAL CURRICULUM MATERIALS(Gove Bd approved, 6/2022)
Tools4Ever	B/A	SOLE SOURCE	SOFTWARE UPGRADES(Gove Bd approved, 6/2022)
Town Of Oro Valley	B/A	SOLE SOURCE	POLICE SERVICES(Gove Bd approved, 6/2022)
Tucson Electric Power Co	B/A	SOLE SOURCE	UTILITY(Gove Bd approved, 6/2022)
Tucson Symphony Orchestra	B/A	SOLE SOURCE	EDUCATIONAL VENUE(Gove Bd approved, 6/2022)
Turnaround Schools	B/A	SOLE SOURCE	NO EXCUSES UNIVERSITY PLANNERS(Gove Bd approved, 6/2022)
Tyler Technologies, Inc.	B/A	SOLE SOURCE	STUDENT INFORMATION SYSTEM(Gove Bd approved, 6/2022)
U Of A Flandrau Science Center	B/A	SOLE SOURCE	ACADEMIC AND ADVISORY DEPARTMENTS(Gove Bd approved, 6/2022)
University Of Arizona	B/A	SOLE SOURCE	ACADEMIC & ADVISORY DEPARTMENTS(Gove Bd approved, 6/2022)
Vector Solutions	B/A	SOLE SOURCE	SAFE SCHOOL TRAINING(Gove Bd approved, 6/2022)
Wilson Language Training	B/A	SOLE SOURCE	SUPPLEMENTAL MATERIALS(Gove Bd approved, 6/2022)
Zoo-Phonics	B/A	SOLE SOURCE	SUPPLEMENTAL MATERIALS(Gove Bd approved, 6/2022)
Flowing Wells Irrigation District	UTILITY	SOLE SOURCE	Irrigation District(Gove Bd approved, 6/2022)
Los Cerros Water	UTILITY	SOLE SOURCE	Academic & advisory Departments(Gove Bd approved, 6/2022)
Metro Water	UTILITY	SOLE SOURCE	Academic & Advisory Departments(Gove Bd approved, 6/2022)
Cognia, Advance Education, Inc	UNIQUE	UNIQUE	Membership (21/22 PO attached)



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

---

**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Cooperative Purchasing Contracts for Fiscal Years 2023 and 2024**

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**BACKGROUND:**

Pursuant to the *Arizona Administrative Code, Article 10, Section R7-2-1191*, the District, may utilize cooperative purchasing agreements already established by other agencies to procure materials and services. A listing of cooperative contracts that the purchasing department anticipates using is maintained and available for review. The following is a list of cooperative purchasing agencies/organization with which the District has participation agreements:

- 1GPA** (1 Government Procurement Alliance)
- GSA** (General Services Administration)
- TIPS** (The Interlocal Purchasing System)
- Mohave/ASPIN** (Arizona Schools Program in Nutrition)
- OMNIA** (National IPA, TCPN, US Communities)
- NCPA** (National Cooperative Purchasing Alliance)
- S.A.V.E** (Strategic Alliance for Volume Expenditures)
- Arizona State Procurement Office** (SPO/WSCA/NASPO-Western State Contracting Alliance/National Association of State Procurement Officials)

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve these Cooperatives for the remainder of Fiscal Year 2023 and for the Fiscal Year 2024.

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: June 2, 2023

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Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** June 13, 2023

**TITLE:** Approval of Multi-Term Contracts for Fiscal Year 2024

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**BACKGROUND:**

The attached list of Multi-Term Contracts are eligible for renewal with Governing Board approval pursuant to the Arizona Administrative Code, Article 10, Section R7-2-1093.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve the attached list of renewals for Multi-Term contracts for the Fiscal Year 2024.

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**INITIATED BY:**

*Scott Little*

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Scott Little, Chief Financial Officer

Date: June 2, 2023

*Todd A. Jaeger*

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Todd A. Jaeger, J.D., Superintendent

Vendor Name	Award Number	IVEE Date Awarded	Yr's Remain	Final Yr End: Contract	Comments
AAG Glass & Tint	6/3/2020	6/23/2020	3 / 1 yrs	2025	NEW AND REPLACEMENT WINDOW GLASS
Advanced Medical Personnel Services	2/27/2018	4/10/2018	1 /1 yrs	2023	SPEECH LANGUAGE PATHOLOGISTS AND ASSISTANTS
Advanced Medical Personnel Services	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
ALC Schools, LLC	4/10/2018	6/20/2019	2 /1 yrs	2024	MCKINNEY VENTO AND SPECIAL NEEDS TRANSPORTATION SERVICES
All Aboard America!	6272022	6/27/2022	5 / 1 yrs	2027	Student travel buses
AlphaBest Education Inc	3/5/2020	5/26/2020	3 / 1 yrs	2025	EXTENDED LEARNING AND CHILD CARE SERVICES
American Air Filter Company	4/24/2018	6/3/2019	2 /1 yrs	2024	HVAC FILTERS
American Refrig Supplies, Inc	3/29/2018	8/8/2019	2 /1 yrs	2024	HVAC PARTS
Amerigas	5/29/2019	6/18/2019	2 /1 yrs	2024	LIQUID PROPANE GAS (DELIVERED)
AP Fire Protection	3/30/2021	7/1/2021	4 / 1 yrs	2026	Fire Sprinkler Inspection Maintenance and Related Services
Apache Medical Transportation LLC	7262022	8/8/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation
Austin Texas Learning Group, LLC	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Avesis Third Party Administrators, Inc	1/9/2020	5/15/2020	3 / 1 yrs	2025	VOLUNTARY VISION
AZ Bus Center	5/23/2019	6/20/2019	2 /1 yrs	2024	POWER TRAIN PARTS (Arizona Bus Center dba Auto Safety House, LLC under the umbrella Reading Asset I LLC) edited vendor name: 4/14/22
AZ Cactus & Tree Service, LLC	9/17/2019	10/8/2019	2 /1 yrs	2024	TREE SERVICE
AZ Desert Design LLC	9192022	11/15/2022	5 / 1 yrs	2027	Employee Uniforms
AZ School Board Assoc	12/14/2017	6/17/2019	2 /1 yrs	2024	MEDICAL, EAP, COBRA, H.S.A.
Basic Benefits, LLC	1/9/2020	5/15/2020	3 / 1 yrs	2025	FSA (FLEXIBLE SPENDING ACCOUNTS)
Bee Line	6272022	6/27/2022	5 / 1 yrs	2027	Bus Services
Border States Electric Supply	4/25/2019	6/20/2019	2 /1 yrs	2024	WIRING DEVICES, BOXES & COVERS, CONDUIT & FITTINGS, PVC, WIRE, WIREMOLD
Breckenridge Group, Inc.	622022	6/2/2022	5 / 1 yrs	2027	Architectural Engineering
Canyon Fence Co	10/15/2020	11/17/2020	3 / 1 yrs	2025	FENCING MATERIALS AND INSTALLATION
Citizen Auto Stage/Gray Line Tours	6272022	6/27/2022	5 / 1 yrs	2027	Bus Services
City Wide	1/12/2022	1/14/2022	5 / 1 yrs	2027	"As Needed" Custodial Services
Collaborative Student Transportation of	7262022	8/8/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation
ComTrans, Inc	7262022	7/26/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation Service
Conterra Ultra Broadband, LLC	15-0006	6/11/2019	2 /1 yrs	2027	WAN SERVICES 10yr contract 2017-2027
CoreMedical Group	2/18/2020	5/15/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Cox Communications Az, Llc	3/6/2017	6/11/2019	2 /1 yrs	2024	INTERNET ISP AND INTERNET TRANSPORT
Creative Concepts International	9192022	11/15/2022	5 / 1 yrs	2027	Employee Uniforms
D L Sales Corp	3/29/2018	6/12/2019	2 /1 yrs	2024	HVAC BELTS
Delta Dental f/PPO	4132023	4/25/2023	5 / 1 yrs	2028	DENTAL PPO
Delta Education	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
Divine Charters	6272022	6/27/2022	5 / 1 yrs	2027	Student bus services
Dotcom Therapy Inc	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
EDU Healthcare, LLC	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Employers Dental Services	12/14/2017	6/12/2019	2 /1 yrs	2024	PREPAID DENTAL
Essential Pest Management	4/2/2019	6/12/2019	2 /1 yrs	2024	PEST CONTROL SERVICES
Everdriven Technologies LLC	7262022	8/8/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation

Forum Educational Travel	962022	9/12/2022	5 / 1 yrs	2027	Travel Agency
Geniuses Unleashed LLC	9192022	11/15/2022	5 / 1 yrs	2027	Employee Uniforms
Graybar Electric	4/25/2019	6/20/2019	2 /1 yrs	2024	SWITCH GEAR & CIRCUIT BREAKERS, MISCELLANEOUS
Guided Discoveries, Inc	9/19/2019	10/8/2019	2 /1 yrs	2024	SITE BASED MARINE EDUCATIONAL TRIPS
Hand2Mind	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
Handi Car, Inc	7262022	8/8/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation
Hartford Life & Accident Ins Co	1/9/2020	5/15/2020	3 / 1 yrs	2025	SHORT TERM DISABILITY
Heinfeld & Meech, Pc	3/12/2019	6/12/2019	2 /1 yrs	2024	AUDIT SERVICES
HopSkipDrive, Inc	7262022	8/8/2022	5 / 1 yrs	2027	McKinney Vento & Special Needs Transportation
Hye Tech Network & Security Solutions LL	1/11/2022	1/25/2022	5 / 1 yrs	2027	Access Point, Network Switches, componets licensing
Instrumental Music Center	4/25/2018	6/12/2019	2 /1 yrs	2024	MUSICAL INSTRUMENT REPAIR, SHEET MUSIC, PARTS, ACCESSORIES & SERVICE
Invo HealthCare Associates, LLC	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Jan Pro	1/12/2022	1/14/2022	5 / 1 yrs	2027	"As Needed" Custodial Services
Kelly-Wright & Associates PC	622022	6/2/2022	5 / 1 yrs	2027	Mechanical Engineering
MajorClarity	11/19/2020	1/19/2021	4 / 1 yrs	2026	Education and Career Action Plan Platform
Martin, White & Griffis Structural Engin	622022	6/2/2022	5 / 1 yrs	2027	Structural Engineering
Maxim Healthcare Services, Inc	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Metro Fire Equipment	4/13/2021	7/1/2021	4 / 1 yrs	2026	Fire Extinguisher & Kitchen Hood Fire Suppression System Maint. & Repair
Minnesota Life Insurance Company	1/9/2020	5/15/2020	3 / 1 yrs	2025	BASIC LIFE AND VOLUNTARY LIFE AD&D
Monrad Engineering, Inc	622022	6/2/2022	5 / 1 yrs	2027	Electrical Engineering
Mountain View Tours Inc	6272022	6/27/2022	5 / 1 yrs	2027	Student Bus Services
Museum Of Science	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
My Gym Children's Fitness Center	11/25/2019	1/14/2020	3 / 1 yrs	2025	PRE-SCHOOL GYM/FITNESS CLASSES
Pearson Online & Blended Learning K-12	7/23/2020	8/4/2020	3 / 1 yrs	2025	K-5 Online Curriculum
Pinnacle Petroleum, Inc.	832022	8/8/2022	5 / 1 yrs	2027	Diesel Fuel, Bio Diesel, B-5Blend, & Unleaded Gasoline
Pitsco Education	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
Principal HMO Dental	4132023	4/25/2023	5 / 1 yrs	2028	Dental HMO
Powerschool Group LLC	6/2/2021	7/6/2021	4 / 1 yrs	2026	LMS Amphi Award
Project Lead The Way	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
RWC Group	4312023	5/9/2023	5/1 yrs	2028	BRAKE PARTS & LABOR
Reliant Well Drilling & Pump Corp	2222023	5/9/2023	5 / 1 yrs	2028	WELL MAINTENANCE SERVICES
Santa Rita Landscaping LLC	2/10/2022	2/10/2022	4 / 1 yrs	2027	Professional Groundkeeping Services
School Specialty LLC	4/14/2020	6/23/2020	3 / 1 yrs	2025	ELEMENTARY SCIENCE AND/OR ELEMENTARY ENGINEERING CURRICULUM AND MATERIALS
Scott Rumel Architect	08-07-2019Q	9/10/2019	2 /1 yrs	2024	Roofing Assessment Sevices QA/QC for SFB projects
Silverado Rooter & Plumbing, Inc	8302022	9/13/2022	5 / 1 yrs	2027	Commercial Plumbing Services
Silverado Rooter & Plumbing, Inc	5/2/2018	6/18/2019	2 /1 yrs	2024	Temp re-entered, 2/28/23, for K Haas, FSS, to enter requ's for outstanding invoices.
Siteone Landscape Supply Holding	5/1/2018	6/18/2019	2 /1 yrs	2024	IRRIGATION SUPPLIES & EQUIPMENT
Soliant Health	2/27/2018	4/10/2018	1 /1 yrs	2023	SPEECH LANGUAGE PATHOLOGISTS AND ASSISTANTS
Southwest Road Trips	6272022	6/27/2022	5 / 1 yrs	2027	Student travel buses
Student Therapy And Resource Svcs	2/18/2020	5/12/2020	3 / 1 yrs	2025	OCCUPATIONAL THERAPISTS
Student Therapy And Resource Svcs	2/27/2018	4/10/2018	1 /1 yrs	2023	SPEECH LANGUAGE PATHOLOGISTS AND ASSISTANTS
Sturgeon Electric Company, Inc.	6/17/2021	7/6/2021	4 / 1 yrs	2026	High Low Voltage Electrical
SW Foodservice Excellence LLC	542022	5/24/2022	5 / 1 yrs	2027	Food Service Management

Synovia Solutions, LLC	4/9/2019	9/26/2019	2 /1 yrs	2024	AVL/GPS PROJECT FOR TRANSPORTATION
System4 of Tucson	1/12/2022	1/14/2022	5 / 1 yrs	2027	"As Needed" Custodial Services
United Pet Care Llc	1/9/2020	5/15/2020	3 / 1 yrs	2025	PET INSURANCE
Veregy	7/26/2018	6/13/2019	2 /1 yrs	2024	HVAC LABOR formerly MidState Energy
Cengage Learning, Inc	02-05-2020A	5/13/2020	3 / 1 yrs	2025	ADVANCED MATH TEXTBOOK ADOPTION
Bedford, Freeman & Worth Publishing Grou	02-05-2020B	5/13/2020	3 / 1 yrs	2025	ADVANCED MATH TEXTBOOK ADOPTION



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

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**DATE OF MEETING:**        **June 13, 2023**

**TITLE: Approval of Purchase Agreement and Grant of Easement in Lieu of Condemnation for Public Improvement Project Known as Roger Road – Romero Road to Oracle Road – Prop 407 and Authorization for District Administration to Execute Documents on Behalf of the District to Complete the Transaction**

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**BACKGROUND:**

The City of Tucson has approached the District seeking acquisition of an easement for pedestrian use on 5,783 square feet of property owned by the District, located on the southside of Roger Road on the north perimeter of the Amphitheater Public Schools Warehouse, to permit construction of a pedestrian walkway. The City is proposing purchase of the easement in lieu of condemnation. The correspondence from the City with the details of the offer are included with this agenda item.

The City has prepared a Purchase Agreement for its proposed purchase of the easement, and a copy of the agreement is attached. The exhibits to the agreement specifically describe the easement to be conveyed under the agreement both through legal descriptions and through drawings depicting the area affected.

The City is required to offer just compensation for the acquisition. It is offering compensation in the amount of \$25,215 to purchase the easement. Administration has communicated with representatives of the City to discuss the offer and reviewed the acquisition documents.

The District does not currently use the area that is the subject of the easement. The District will not need to move fencing or make other adjustments to the Warehouse in connection with this transaction. Also, the benefit to be provided to the neighborhood through the addition of the proposed sidewalks is significant as it should make access to Oracle safer for walkers in the area.

Administration recommends approving the Purchase Agreement and Grant of Easement. Administration further recommends authorizing the Superintendent, Chief Financial Officer and/or Executive Manager of Operational Support to execute all necessary documents to complete the transaction, including, but not limited to, signing the Acquisition Agreement and Grant of Easement for the District.

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**RECOMMENDATION:**

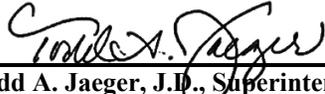
It is recommended that the Board approve the proposed Purchase Agreement and Grant of Easement (both attached to this agenda item) and authorize the identified District administrators to execute all necessary documents to complete the transaction with the City.

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**INITIATED BY:**

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

Date: June 5, 2023

  
Todd A. Jaeger, J.D., Superintendent

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ACQUISITION SCIENCES, LTD.  
1990 West Camelback Road, Suite 207  
Phoenix, AZ 85015  
(520) 405-7067 *Office*

May 03, 2023,

TRANSMITTED CERTIFIED MAIL

ADDRESS: AMPHITHEATER SCHOOL DISTRICT NO 10  
Attn: Michelle Tong  
701 W WETMORE RD  
TUCSON AZ85705-1547

137

RE: Project: Roger Road – Romero Road to Oracle Road- Prop 407 - D144  
Site Address: 1001 W. Roger Rd.  
Parcel: 106-06-003C

Dear Ms. Tong,

The City of Tucson “City” is planning to construct a public improvement project known as Romero Road to Oracle Road Prop 407-D144 (the “Project”). A booklet entitled “Improving Our Public Places” is enclosed explaining the City of Tucson’s program for acquiring property for public improvements.

Our research indicates that you are the current owner of the property located at 1001 W. Roger Rd. Tucson AZ, identified by County Assessor as Parcel Number(s): 106-06-003C. Acquisition of a 5,783 square foot pedestrian easement is needed for the Project.

Acquisition Sciences, Ltd. (ASL) is a consultant for the City and I am an acquisition agent for ASL. On behalf of the City of Tucson, enclosed with this letter are both a Purchase Agreement and a Summary Statement of Just Compensation for the proposed acquisition. Collectively, these documents constitute the City’s offer to purchase the defined real property interests for the total sum of **\$25,215.00**. The offer amount is based on the enclosed market analysis.

If after reviewing the enclosed documents you need to discuss this offer or the acquisition process further, I am available to address your questions. If you find the offer is acceptable, the following documentation will be required:

- one (1) original signed Purchase Agreements,
- one (1) original signed Summary Statements as attachments to the Agreements,
- one (1) original signed/notarized Pedestrian Easement

AMPHILEGAL  
4MAY'23PM1:11

Please return the above documentation to the address listed below or I can pick them up when ready.

Acquisition Sciences Ltd.  
5181 N. Gerhart Rd.  
Tucson, Arizona 85745

We are committed to keeping you as well informed and involved in the process as possible. We appreciate your cooperation in this matter and look forward to this opportunity to improve your neighborhood. If you have any questions, please contact me at (520) 405-7067. You may also reach me at my email address: Genac@ACQSL.com.

Sincerely,

*Gena COX-DORMAN*

Gena Cox-Dorman  
Right of Way Agent on behalf of the City of Tucson

Attachments: Purchase Agreement with Summary Statement, Pedestrian Easement, Establishment of Just Compensation, and Improving Our Public Places Booklet. 138

## PURCHASE AGREEMENT

AGREEMENT between AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION, Seller, hereinafter referred to as **Grantor**, and the CITY OF TUCSON, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, easement(s) in, on, over, under, across and through to the following described real property (the "Acquisition Area(s)"): 139

**see attached legal description, Exhibit "A"**

together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee for the public improvement known as: Roger Road: Romero Road to Oracle Road Prop 407-D144

**Purchase Amount:** The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTERESTS TO BE ACQUIRED	SqFt	Acquisition Area Value
Pedestrian Easement	5,783	5,783 sq.ft. x \$4.84 x 90% = \$25,214.02
TOTAL VALUE OF RIGHTS ACQUIRED		\$25,214.02
<b>TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)</b>		<b>\$25,215.00</b>

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

**Escrow, Prorations and Fees:** The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all documents necessary to convey the above referenced real property interests to Grantee, free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, the pedestrian easement shall be established substantially as shown in the form attached hereto as Exhibit "C".

**No Sale or Encumbrance:** The Grantor shall not sell or encumber the Acquisition Area prior to closing.

**Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Grantee; or within 30 days of receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

**Security Interest:** Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area.

**No Leases:** Grantor warrants that there are no oral or written leases on all or any portion of the Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any undisclosed lease or any lease of said property held by any tenant of Grantor.

140

**Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment due Grantor, including but not limited to any and all severance damages as to any remaining property owned by Grantor. Grantor herein acknowledges the sale of real property to the Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

**Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

**Environmental:** If any environmental inspection reveals the presence of contamination or the need to conduct any environmental clean-up, the Grantor shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Grantor's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Grantor's property.

**Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, a Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the City Manager within 90 days of the Grantor's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of escrow and recording of the documents conveying the Acquisition Area.

**Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

**No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Grantee. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

141

**Broker's Commission:** No broker or finder has been used and the Grantee shall owe no brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay all brokerage or finders fees to any agent employed.

**Conflict of Interest:** This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the Grantee for certain conflicts of interest.

**Survival of Representations and Warranties:** All representations and warranties contained in this Agreement shall survive the closing of escrow.

**Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

**Entire Agreement:** This agreement contains the entire agreement between the Grantor and Grantee. All understandings, conversations and communications, oral or written, between Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.

**Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation benefits pursuant to A.R.S. § 11-961 et seq.

**Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

**Authority:** Grantee represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and

authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Grantor represents and warrants that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder.

This sale is subject to approval by the City Manager, and if forwarded for review, subject to approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be signed by the Grantee and delivered to the Grantor within ten (10) business days following the date of acceptance.

Grantor accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

142

**AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION,**

BY: \_\_\_\_\_

AS: \_\_\_\_\_

[Rest of Page Intentionally Left Blank]

Grantee agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Grantee accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF TUCSON**, a municipal corporation

\_\_\_\_\_  
Timothy Thomure, P.E., ENV SP  
Deputy City Manager

143

Approved as to Form:

\_\_\_\_\_  
Damian Fellows,  
Principal Assistant City Attorney

Approved as to Form:

\_\_\_\_\_  
Samuel A. Credio, P.E., MBA, CPM  
Director, Department of Transportation & Mobility

Concurrence:

\_\_\_\_\_  
John A. Cahill, Administrator,  
Real Estate Division

December 9, 2022  
Psomas #7TUS180102

**EXHIBIT A**

**LEGAL DESCRIPTION  
PEDESTRIAN ACCESS EASEMENT (PAE 6)**

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144

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**THENCE** upon said south Right-of-Way line, S 89°44'34" E a distance of 480.75 feet to the northeast corner of said parcel;

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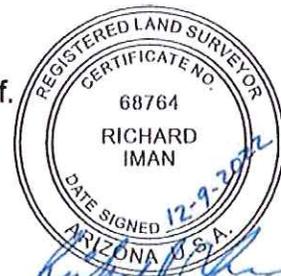
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Said parcel containing an area of 5,783 square feet more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

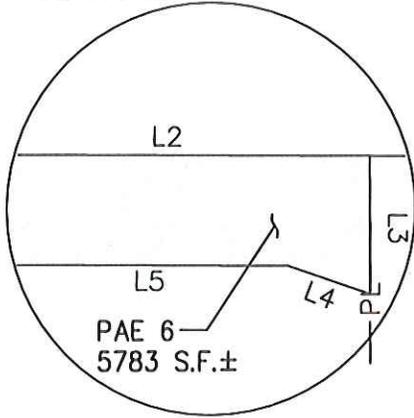
Prepared By:

Psomas



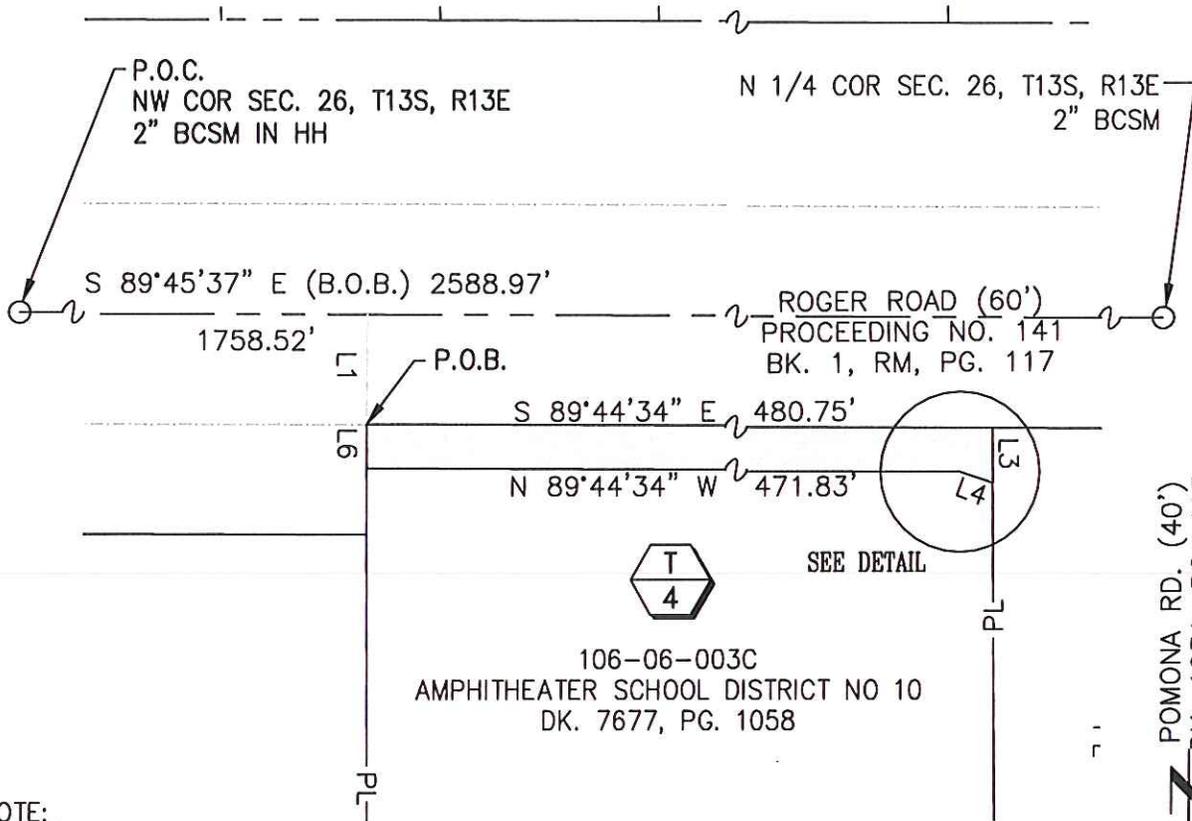
Richard Iman, AZ. R.L.S. 68764

DETAIL  
SCALE: 1"=20'



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145



KEYNOTE:



PARCEL I.D. PER  
PLAN NO. U-2019-015

SEC 26, T13S, R13E

Drawn: RJL, DEC., 2022

Scale: 1"=50'

PEDESTRIAN ACCESS  
EASEMENT (PAE 6)  
TO BE ACQUIRED  
ROGER ROAD

City of Tucson, Arizona  
ENGINEERING DIVISION  $\frac{2}{2}$

DEPICTION OF EXHIBIT A

Exhibit "B"

**CITY OF TUCSON - REAL ESTATE DIVISION  
SUMMARY STATEMENT OF OFFER TO PURCHASE  
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter dated May 03, 2023, and shows the basis on which the offer is made.

**A. IDENTIFICATION OF THE PROPERTY**

The land is identified as: 1001 W. Roger Rd. Tucson Arizona  
APN: 106-06-003C  
Property of: AMPHITHEATER SCHOOL DISTRICT NO. 10

146

**B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.**

The amount offered represents just compensation and is the result of market analysis. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

<b>INTERESTS TO BE ACQUIRED</b>	<b>SqFt</b>	<b>Acquisition Area Value</b>
Pedestrian Easement	5,783	5,783 sq.ft. x \$4.84 x 90% = \$25,214.02
<b>TOTAL VALUE OF RIGHTS ACQUIRED</b>		<b>\$25,214.02</b>
<b>TOTAL VALUE OF RIGHTS ACQUIRED (ROUNDED)</b>		<b>\$25,215.00</b>

**STATEMENT OF OWNER**

I/We have read the Summary Statement of Just Compensation above and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: \_\_\_\_\_ OWNER SIGNATURE: \_\_\_\_\_

Exhibit "C"

**GRANT OF EASEMENT**

For valuable consideration, **AMPHITHEATER SCHOOL DISTRICT NO. 10, WHO ACQUIRED TITLE AS, AMPHITHEATER PUBLIC DISTRICT NO. 10, AN ARIZONA CORPORATION**, Grantor(s), do hereby convey unto the **CITY OF TUCSON**, a municipal corporation, its successors and assigns, Grantee, a non-exclusive easement, in, on, over, under, across and through the following described property:

**See Attached Exhibit "A"**

for the right to construct, operate and maintain a public sidewalk and access ramps, in association with the Romero Road to Oracle Road Prop 407-D144\_improvement project.

147

Grantor shall not erect, construct, or permit to be constructed any building or other structure, drill any well, or alter ground level by cut or fill within the limits of said easement.

All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the Grantee and Grantor.

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

AS: \_\_\_\_\_

[Notary Certification to Follow]

## ESTABLISHMENT OF JUST COMPENSATION

148

Project: Roger Road – Romero Road to Oracle Road- Prop -407 - D14 Parcel 106-06-003C  
 Address: 1001 W. Roger Rd. Owner: Amphitheater School District  
 Township/Range/Section: T13S, R13E, Sec.26 Date Prepared: 03/20/23

ACQUISITION FROM SUBJECT PROPERTY:	Square Feet:	5,783	Type of Interest: Easement
------------------------------------	--------------	-------	----------------------------

PROPOSED OFFER:	Unit Value	Sq. Ft.	% of Rights	Total
Easement	\$4.84	5,783	90%	\$25,214.02
Just Compensation				\$25,214.02
<b>Just Compensation (Rounded):</b>				\$25,215.00

The proposed acquisition is for a pedestiran easement only. *A.D. 4.02-1 I(E) waived*

PROPOSED BY: *Gena Cox-Dorman* 3/20/2023  
 Gena Cox-Dorman Acquisition Agent Date  
 Acquisition Sciences, Ltd.

CONCURRENCE: *[Signature]* *4-18-2023*  
 John Cahill, Real Estate Administrator Date  
 City of Tucson

## ESTABLISHMENT OF JUST COMPENSATION

### MARKET ANALYSIS & PROPOSED OFFER WORKSHEET

Project: Roger Road – Romero Road to Oracle Road- Prop 407 - D144 Parcel: 106-06-003C  
 Address: 1001 W. Roger Rd. Owner: Amphitheater School District  
 Township/Range/Section: T13S, R13E, Sec.26 Date Prepared: 03/20/23

149

Comparable	Tax Parcel No.	Date of Sale	Sales Price	Lot Size (SF)	Price Per SF	Zoning	Location	Use	Adjustment	Adjusted Value
1	205-64-063A	6/2021	\$66,000.00	21,800	\$3.03	MH1	11370 E. Old Vail Rd.	Vacant	0%	\$3.03
2	105-10-2670	3/2021	\$250,000.00	73,486	\$3.40	MH1	831 E. Limberlost Dr.	Vacant	0%	\$3.40
3	110-06-0210	12/2021	\$195,000.00	39,204	\$4.97	MH1	3114 N. Alvernon Way	Vacant	0%	\$4.97
4	140-25-3200	8/2021	\$57,500.00	7,207	\$7.98	MH	5961 S. Nelco Place	Vacant	0%	\$7.98
Subject	106-06-003C			41,800		MH1	1001 W. Roger Rd.	MH1		\$4.84

NOTE: The above sales data was obtained from sources such as Multiple Listing Service, etc. and may not have been independently confirmed.

COMMENTS The proposed acquisition is for a pedestrian easement only.



December 9, 2022  
Psomas #7TUS180102

**EXHIBIT A**

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PEDESTRIAN ACCESS EASEMENT (PAE 6)**

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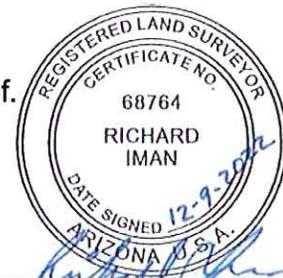
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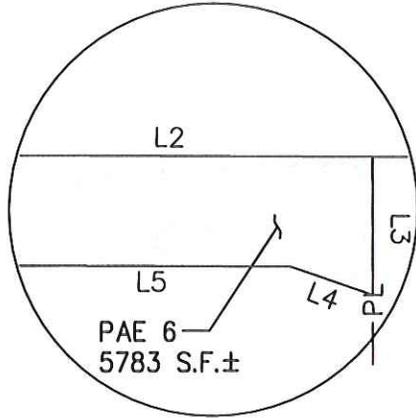
Prepared By:

Psomas



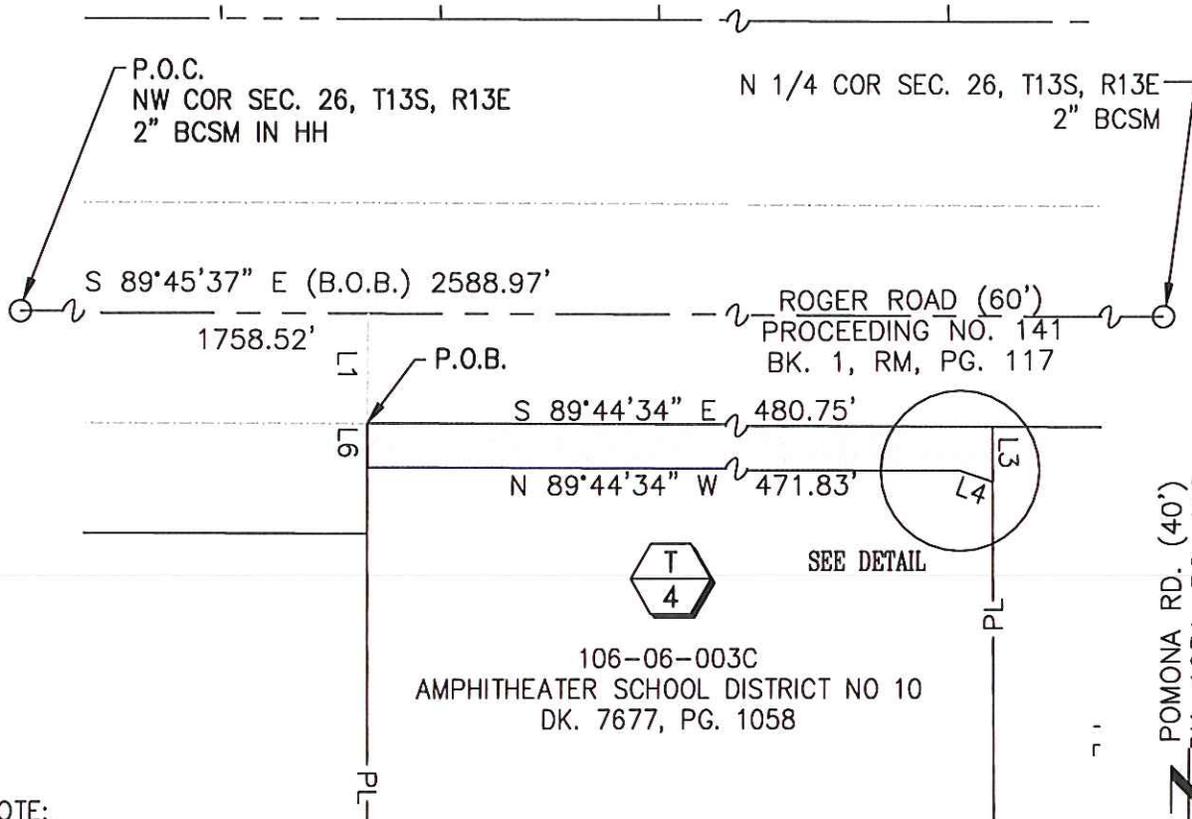
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DETAIL  
SCALE: 1"=20'



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KEYNOTE:



PARCEL I.D. PER  
PLAN NO. U-2019-015

SEC 26, T13S, R13E

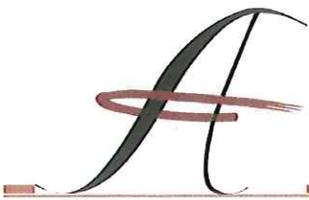
Drawn: RJI, DEC., 2022

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PEDESTRIAN ACCESS  
EASEMENT (PAE 6)  
TO BE ACQUIRED  
ROGER ROAD

City of Tucson, Arizona  
ENGINEERING DIVISION

DEPICTION OF EXHIBIT A



March 9, 2023

Certified Mail Delivery to:

AMPHITHEATER SCHOOL DISTRICT NO 10  
701 W WETMORE RD  
TUCSON AZ85705-1547

RE:           Project:       Roger Road – Romero Road to Oracle Road- Prop 407 - D144  
                  Site Address: 1001 W. Roger Rd.  
                  Parcel:        106-06-003C

Dear Amphitheater School District,

153

The City of Tucson "City" is planning to construct a public improvement project known as Roger Road – Romero Road to Oracle Road- Prop 407 - D144. This project is a pedestrian safety and walkability project adding sidewalks to your neighborhood. The City of Tucson would like to begin construction on this Project in the calendar year 2024. Enclosed you will find information relating to the pedestrian project design and the public improvements. Acquisition Sciences, Ltd. (ASL) is a consultant for the City of Tucson, and I am an acquisition agent for ASL.

Our research indicates that you are the current owner of the property identified by County Assessor as Parcel Number(s): 106-06-003C

Your property has been identified as being located within the project acquisition area. You will receive compensation for any easement interest the City of Tucson acquires from you.

For me to be sure that I have succeeded in reaching you and to assist me in reaching you in the future, I ask that you please call or email me to discuss the widening project further, and I can provide information relating to the project and the next steps in greater detail.

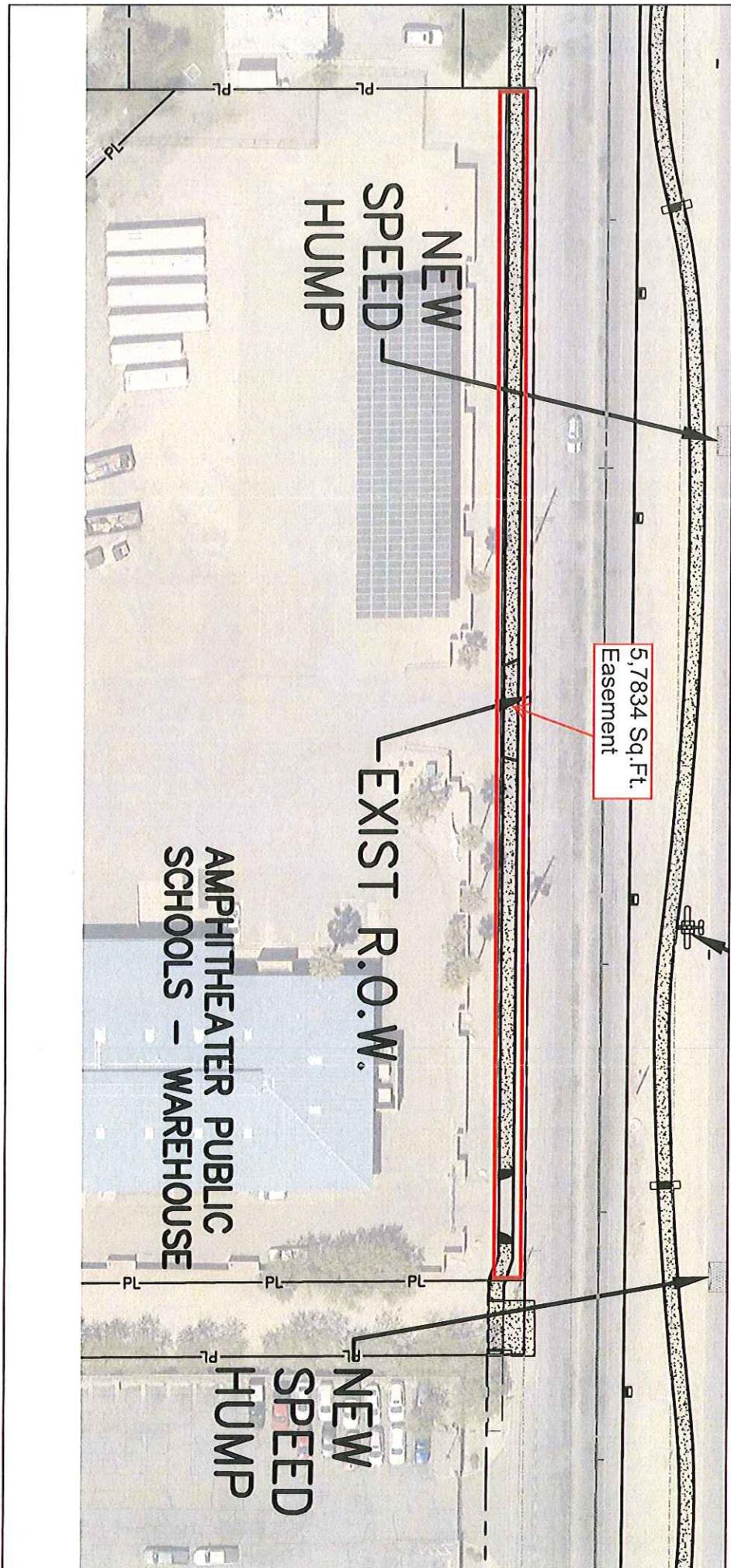
Phone: (520) 405-7067  
Email: [genac@acqsl.com](mailto:genac@acqsl.com).

Thank you very much for your cooperation.  
Sincerely,

*Gena Cox-Dorman*

Gena Cox-Dorman  
Right of Way Agent on behalf of the City of Tucson  
Acquisition Sciences, Ltd.

Attachments: project flyer, map, and right of way plan sheet



December 9, 2022  
Psomas #7TUS180102

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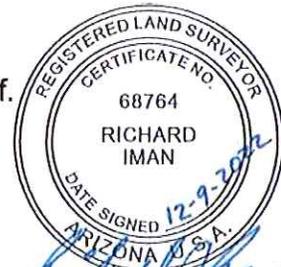
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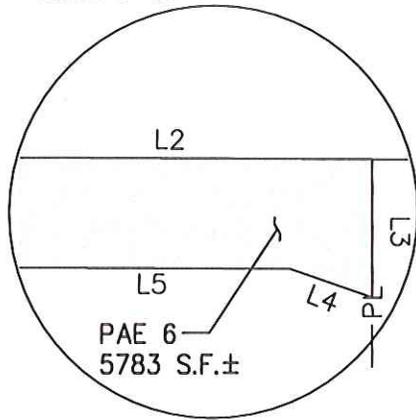
Prepared By:

Psomas



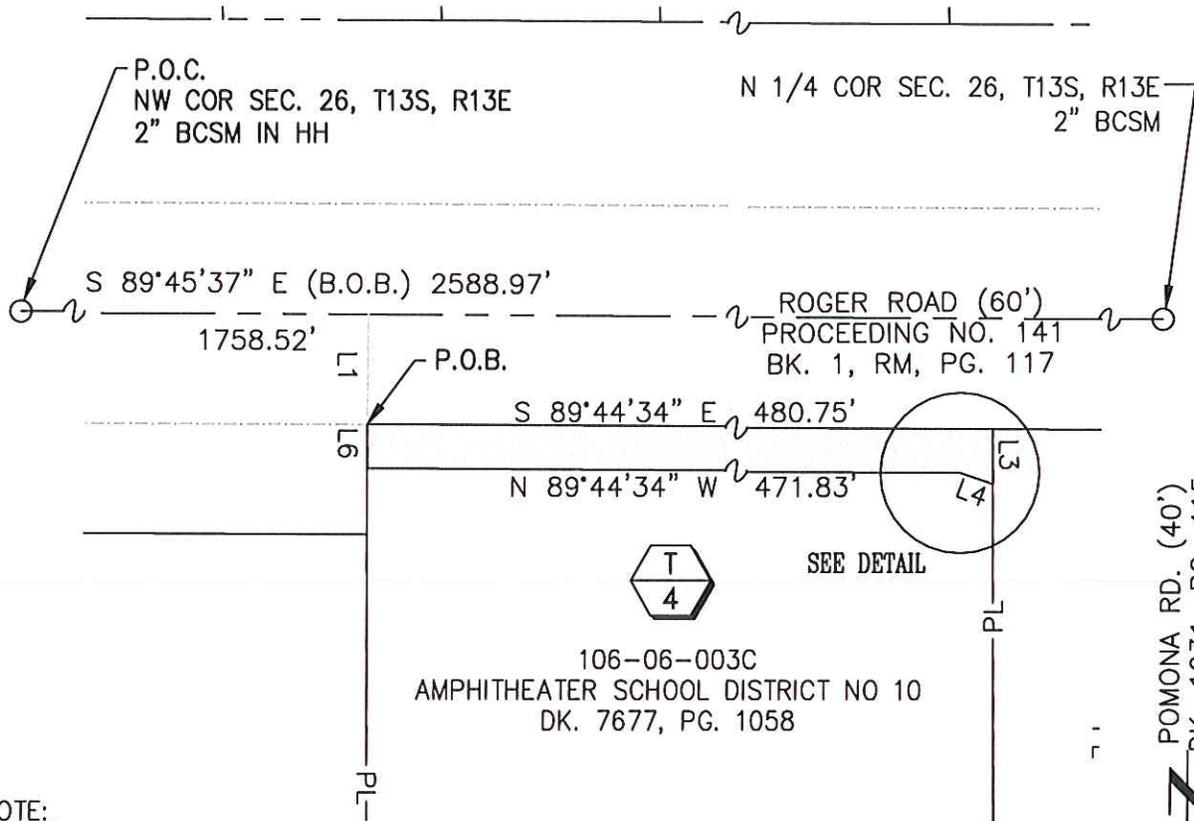
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DETAIL  
SCALE: 1"=20'



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SCALE: 1"=50'

KEYNOTE:



PARCEL I.D. PER  
PLAN NO. U-2019-015

SEC 26, T13S, R13E

Drawn: RJI, DEC., 2022

Scale: 1"=50'

PEDESTRIAN ACCESS  
EASEMENT (PAE 6)  
TO BE ACQUIRED  
ROGER ROAD

City of Tucson, Arizona  
ENGINEERING DIVISION 2/2

DEPICTION OF EXHIBIT A

Para ver esta página en español u otro idioma, seleccione el botón  y seleccione su idioma.

157



## Roger Road Pedestrian Safety & Walkability

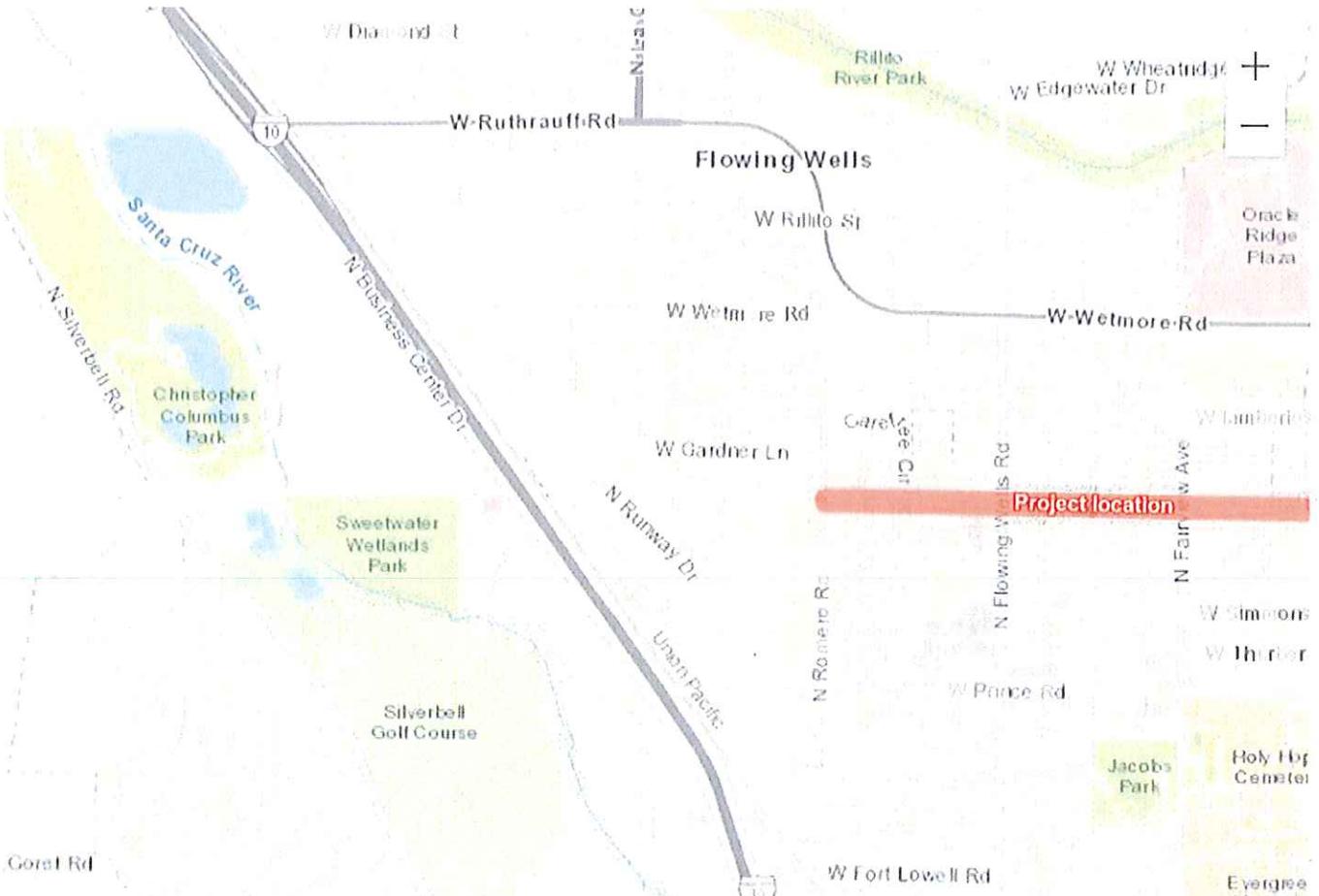
This project will provide a safe and comfortable path for people walking, bicycling, or using assistive mobility devices.

### About the Project

Follow

Translate

This project is funded by Proposition 407, a bond package approved by voters to fund improvements to parks and construction of new bicycle and pedestrian routes.



City of Tucson, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA Powered by Esri



# Improving Our Public Places



# Working Together

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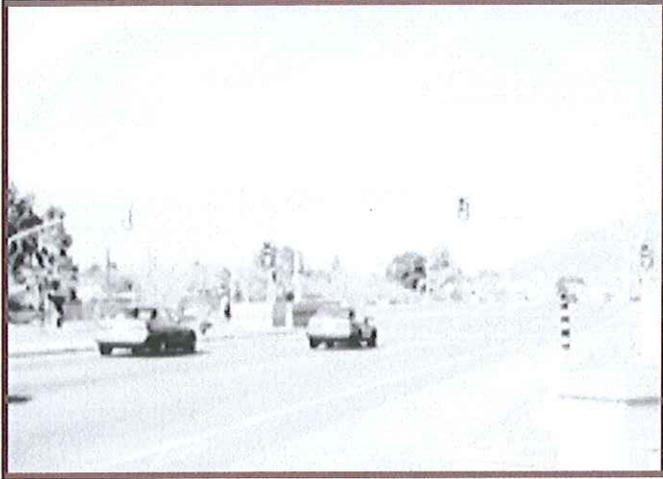
“It was a smooth, fair process and I was absolutely pleased with the outcome. The City kept me involved and information was shared every step of the way. I was never in the dark.”

**Bill DiVito, property owner**

The City of Tucson’s job is to ensure the safety and quality of life of all its citizens. This involves providing services like water and garbage collection, as well as building and improving public places such as streets, police and fire substations, libraries, and parks. Sometimes, these public projects require the acquisition of private property - a process called eminent domain. The City of Tucson follows a step-by-step process to make sure that private property owners are compensated fairly and caused as little inconvenience as possible.

The City of Tucson believes two key objectives should be met when acquiring private property for a public purpose:

1. The citizens of Tucson are assured that public funds are spent fairly and equitably in conformance with applicable laws and regulations.
2. Private owners affected by such public projects will receive just compensation for any property purchased by the City, and that all relocation and acquisition benefits to which they are entitled shall be paid by the City in a fair, professional, and timely manner.



This brochure will help you become familiar with the process of purchasing private property for public projects, and will let you know what to expect during your interactions with the Real Estate Division of the City of Tucson. *It is our sincere desire that the information contained in this brochure will provide you with confidence in the process, and that at the conclusion of our transaction, you will feel that you were treated in a fair and just fashion by the City.*

## WHY MIGHT THE CITY NEED MY PROPERTY?

**W**hen planning a public project, planning personnel, property agents, design engineers/architects, and traffic engineers work together to establish the location and design that will be of greatest benefit and safety to citizens. The final project design takes into account a number of factors: the public's well-being, feasible engineering, safety and economic concerns, and minimizing inconvenience to affected private citizens.

A certain amount of private property is sometimes needed by the City to bring about a public project. The decision to acquire private property is always made after careful analysis, using a long-range planning process. Long range planning is a "big picture" approach to our community's needs, which assures that public projects will serve Tucsonans today and in the future. It can take a year or more from the time planning begins to the start of construction, depending upon the complexity of the project. Often, one of the final steps necessary prior to construction is acquisition of private property rights.

## WHAT ARE THE CITY'S RESPONSIBILITIES TO ME OR MY TENANTS?

If the City acquires property from a private citizen, the City must:

- Treat all property owners and tenants impartially without regard to race, color, religion, sexual orientation, gender, or national origin.
- Fully explain how the compensation offer was determined.
- Provide relocation advisory assistance, and relocation expense reimbursements in accordance with federal, state, and local regulations.

"I was treated well and kept informed throughout the entire process, and I definitely felt that I received a fair price for the property."

**Rick Borane, broker**

---

## WHEN WILL I BE CONTACTED REGARDING ACQUISITION AND RELOCATION?

**W**hen a project location is selected and approved and the design is nearing completion, all affected property owners are contacted by a property agent of the City. In many instances, this is the first official contact the property owner will have with a representative of the City. These City employees or consultants working on behalf of the City are trained to explain plans and advise how a proposed project will affect your property. The property agent must get important information from you on the initial visit. This information includes property condition and other issues to make certain the property will be properly evaluated. The agent will spend time with you to get this information and answer questions concerning the acquisition procedure.

A relocation agent also will contact you if you or your tenants are required to move from the property. You will also receive a relocation brochure and full explanation of your relocation benefits (as will any tenants of yours). The relocation brochure will explain advisory assistance, payment of moving costs, replacement property search expenses, replacement housing payments, and rent supplements or down payment supplements, if applicable.



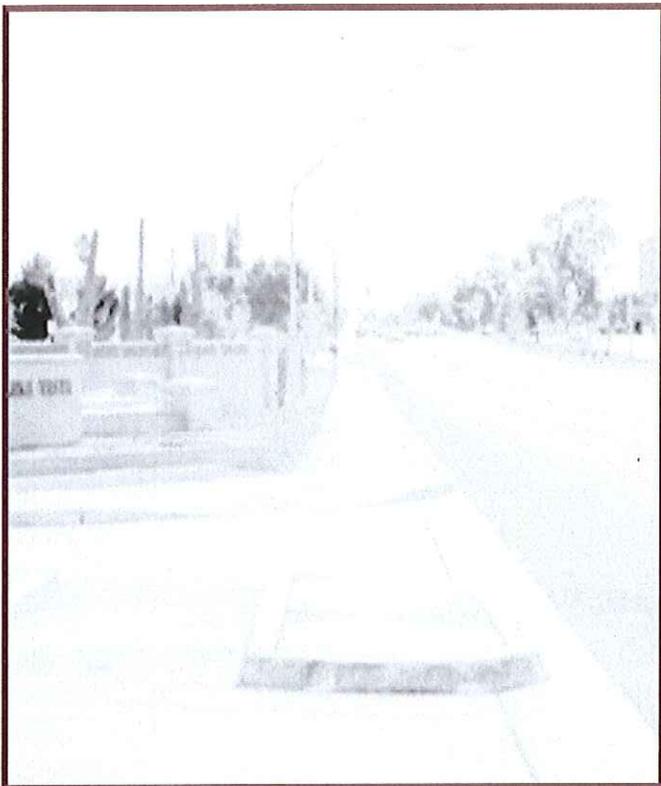
## WILL I RECEIVE A FAIR PRICE FOR MY PROPERTY?

**Y**es. It is the City's responsibility to pay fair market value for any private property it acquires. In all cases, the City will have an appraisal or estimate made on each property affected by a public project. The City employs both qualified staff and consultant appraisers. The appraiser makes an independent and impartial appraisal based on many factors, including an inspection of the property. You will be given the opportunity to accompany the appraiser on this inspection. In making the appraisal, the appraiser investigates and analyzes recent sales of similar properties in the area. The appraiser also compiles and obtains information concerning building costs, rental values and all other necessary information to provide an accurate estimate of the fair market value of your property. If the City needs only a portion of the property, the amount of compensation you will be offered is the difference between the fair market value

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of the entire property, immediately before the acquisition, and the fair market value of the remaining property immediately after the acquisition. If property is acquired in its entirety, the City will pay full fair market value for the property.

Depending on the complexity of the situation and the nature of the acquisition, an estimate may be made, instead of an appraisal, to determine the fair market value of the property right being acquired. This estimate will involve an analysis of recent sales of similar properties in the area and will still include an inspection of the property. When the appraisal or estimate is complete, a complete review will be done by another party to ensure that all elements affecting the property value are considered and an accurate estimate of value is established.



---

## WILL I RECEIVE A WRITTEN OFFER FOR MY PROPERTY?

**Y**es. After the just compensation amount is established, a City property agent will contact you. The offer for your property will be a value supported by the appraisal or estimate. Fairness dictates that all owners be treated equally, which is why offers and settlements must be based on proven, factual property values and not on the owner's skill, or lack of skill, in negotiating and trading. The present system assures that you will not be at a disadvantage if you are inexperienced in real estate transactions. If additional facts come to our attention that will lead to a revision in the just compensation amount, the adjustment will be made. You will be encouraged to provide any information you would like considered in the valuation process.

City agents will deal only with you, with your attorney or your representative. Negotiations are not normally done through real estate firms or others who do not have a direct interest in your property. The City is not responsible for real estate commissions and if an agent or representative is used, their fee is your responsibility. Similarly, should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

An offer and draft purchase agreement for the full amount of the approved appraisal or estimate will be made to you by a property

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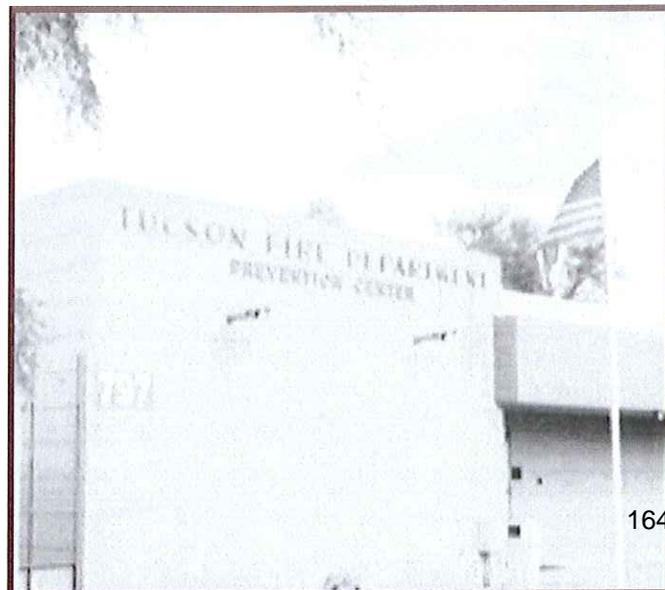
agent. The offer will be accompanied by a summary statement of just compensation. The breakdown in the statement is helpful for tax purposes, and will include:

1. The amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and compensation for damages and benefits, if any, to the remaining real property will be separately stated.
2. A copy of the appraisal or estimate.
3. A description and location of the property and type of property rights to be acquired, and a request to enter the property as soon as possible, if reasonable and possible.
4. An identification of buildings, structures and/or other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement will identify any separately held ownership interest in the property, such as a tenant-owned improvement, and indicate that such interest is not covered by the offer.

Sometimes a purchase of a portion of private property would leave the owner with an “uneconomic remnant.” An uneconomic remnant is a piece of property remaining

“It was a win-win situation. I was well compensated for my property, and I felt that I was contributing to the greater good. The new fire station makes sense because it helps protect the people and properties in that area.”

**Andy Romo, property owner**



after a portion has been purchased, which would have little or no remaining value. If the acquisition of only a portion of a property would leave you with an uneconomic remnant, the City will offer to acquire the full parcel.

### **WHAT IF I INCUR ADDITIONAL EXPENSES?**

**T**he City will pay for all reasonable transaction expenses associated with a purchase, such as recording fees, transfer fees and loan payoff fees, escrow, title and closing costs, and the pro-rated portion of any prepaid real property taxes. The City will pay for the initial appraisal or estimate. Should you desire your own appraisal or estimate, it would be at your expense. Should you choose to secure a broker/agent or attorney to assist you in a real estate transaction, the City will not pay any commissions or fees related to their services - those expenses are your responsibility.

---

## WHAT MUST I DO TO REACH A SETTLEMENT WITH THE CITY?

If you accept the offer by the City and can convey clear title, in most cases you may expect payment within 30 days from the date an agreement is signed. It is your responsibility, however, to satisfy any outstanding liens and encumbrances on the property to provide clear title. These encumbrances are normally paid at the time of closing of the transaction. Usually the property agent and assigned escrow officer handling your file will secure a release from the lien holder as a part of the closing.

The sale of property for public purposes comes under the Internal Revenue Service (IRS) classification of “Involuntary Conversion,” as a settlement in lieu of condemnation (the exercise of eminent domain authority of the City). It is suggested that you contact an accountant or tax specialist of your choice to learn of the federal income tax impact of your settlement. There are some advantages granted to you in such cases, in terms of additional time provided to secure ownership in similar property and reduce capital gains tax obligations.

When applicable, occupants of your property will receive payment for moving expenses. Again, a relocation specialist trained in applying federal and local relocation rules and regulations will provide you with a complete outline of relocation eligibility.

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## HOW LONG DO I HAVE TO LEAVE MY PROPERTY ONCE THE PROPERTY IS ACQUIRED?

If you are displaced from your property, you will be given a minimum of 90 days written notice to leave the property from the time an offer is made, and a minimum of 30 days once a settlement is closed and payment is received (or from the time the property is condemned, if that action is necessary).

165

## WHAT IF AN AGREEMENT IS NOT REACHED WITH THE CITY?

It is the City’s policy to make every reasonable effort to acquire property by negotiations. Ninety-five percent of all property transactions made by the City are resolved via settlement, without need for any legal process. In the event the City is unable to reach an agreement with a property owner, the City will institute the necessary court procedures with the Pima County Superior Court. The City will promptly deposit the full amount of estimated just compensation with the Court when the condemnation proceedings are filed. Any time after the action is instituted, you may still accept a settlement of the case, in lieu

“The process went quickly and I was glad to help because I think the new fire station is going to be a big plus for the area. I was given three years to reinvest my money from the condemned property, so I was able to take my time and buy another property that I really liked. That took the pressure out of reinvesting.”

Ray Rivas, property owner

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of condemnation. If you wish to contest the compensation amount, you may want to consider securing the services of an attorney for further advice.

Upon filing and acceptance of an Order to Show Cause and granting of Immediate Possession to the property, the City will have the right of secure possession to the property required for the project. You must satisfy all liens and encumbrances against the property, whether the purchase is settled by agreement or court action.

The above is set out not as advice, but to inform you of the available options should you elect not to accept the offer made for your property.

### **WHOM DO I CONTACT IF I HAVE ADDITIONAL QUESTIONS?**

**W**e cannot answer every question concerning City property procedures in this brochure. However, we hope this information will help you understand the process the City of Tucson follows when acquiring real estate. We sincerely hope that your upcoming transaction with our Division will be a satisfactory experience for both you and for our personnel involved. We believe that you will find them courteous, thoughtful, knowledgeable, and aware of their obligations to you as an individual, as well as to the public in general. If you have any further questions, please call the City of Tucson Real Estate Division at (520) 791-4181, or send an e-mail to [Real.Estate@tucsonaz.gov](mailto:Real.Estate@tucsonaz.gov)

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### **NOTES**



City of Tucson  
Real Estate Division  
520-791-4181  
[Real.Estate@tucsonaz.gov](mailto:Real.Estate@tucsonaz.gov)



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

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**DATE OF MEETING:**       **June 13, 2023**

**TITLE:**       **Approval of Intergovernmental Agreement with the Pima County Joint  
Technological Education District No. 11**

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**BACKGROUND:**

On November 7, 2006, District voters approved Proposition 400 which permitted Amphitheater’s participation in the formation of a Joint Technological Education District (“JTED”) with other local school districts, pursuant to A.R.S. §15-591, *et seq.*

On May 13, 2008, the Governing Board first approved an intergovernmental agreement (“IGA”) between the District and the JTED. The IGA coordinates and governs the joint exercise of joint and common powers between the JTED and Amphitheater. The IGA is renewed annually, and the current IGA is set to expire on June 30, 2023.

A new document has been prepared for approval by both districts’ governing boards. The new IGA is presented by this item. If approved, this IGA becomes effective on July 1, 2023 and remains in effect for a period of time not to exceed one (1) year, unless terminated sooner.

Counsel has reviewed the agreement and has determined that it is within the power and authority of the Amphitheater Governing Board to enter into the agreement. JTED has proposed minimal language changes this year in order to remain consistent with federal and state law, but those revisions do not impact the overall obligations of either party. The proposed IGA is generally consistent with the terms approved by the Governing Board for FY 2023-2024.

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**RECOMMENDATION:**

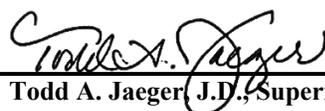
This item is presented for the Board’s action. The administration recommends approval of this IGA.

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**INITIATED BY:**

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

Date: June 5, 2023

  
Todd A. Jaeger, J.D., Superintendent

**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**JTED**  
**and**  
**SATELLITE**  
**for**  
**Provision of Joint Technical Education Courses**

This Intergovernmental Agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between the Pima County Joint Technical Education District, an Arizona joint technical educational district (hereinafter known as “JTED”), and Amphitheater Unified School District No. 10, a political subdivision of the State of Arizona (hereinafter known as “Satellite District”), for the joint exercise of powers pursuant to A.R.S. §11-952 *et seq.*, A.R.S. §15-342 and A.R.S. §15-393;

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-342 and A.R.S. §15-393;

**WHEREAS**, the Parties want to provide joint technical education courses (“JTED Courses”) as a part of a joint technical education district program (“JTED Program”), as those terms are defined in A.R.S. §15-391, at a satellite location (“Satellite”) designated by the Satellite District, and to operate under a satellite model with the Satellite District continuing to provide the instructors and facilities for such courses;

**WHEREAS**, the Parties may want to provide JTED Courses and/or JTED Programs at satellite locations designated by Satellite District and to receive classes under the centralized model utilizing virtual or remote modalities to deliver classes. Satellite will continue to provide facilities and facilitators for the JTED Courses;

**NOW THEREFORE**, in consideration of the mutual agreements set forth, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide JTED Courses and a JTED Program which meet the criteria provided in A.R.S. §15-391.

**2. Term**

This Agreement shall commence and be effective on July 1, 2023, and shall be for a period of one (1) year, with annual review and possible renewal, unless terminated by either Party as provided for in this Agreement. Payment, performance and obligations for any fiscal period are subject to the availability and appropriation of monies.

### 3. Termination

This Agreement may be terminated by either Party upon written notice to the other Party given no later than thirty (30) days before the end of the semester; provided, however, that termination shall not become effective until the end of the current semester in which notice is given. Unless otherwise agreed in writing by the Parties, all property purchased by a JTED, or by a Satellite with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned to the JTED by the Satellite when no longer in use or upon termination, whichever is sooner. The JTED shall, using the procedures specified in the Uniform System of Financial Records for Arizona School Districts (“USFR”), maintain an inventory of all equipment which the JTED supplies to the Satellite and which is to be returned to the JTED.

### 4. Requirements under A.R.S. §15-393(L)

#### A. Financial Provisions and Format for Billing. See Exhibit A.

(1) The services provided by the Parties shall be proportionally calculated in the cost of delivering the service.

(2) Payment for services shall not exceed the cost of the services provided. Unexpended funds remaining at the school year end will be used to decrease the reimbursement allocation in the next school year unless a written plan for the accumulation of funds is requested utilizing JTED’s Carryforward System and approved by the JTED Governing Board no later than October of the current year.

(3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of Satellite are conditioned upon the availability to Satellite of funds that may lawfully be used for such purpose.

B. **Accountability Provisions.** The Parties agree to cooperate as appropriate to ensure compliance of both Parties with required student testing schedules and procedures, reporting, data, and other requirements of applicable State and Federal law concerning accountability in educational programs. JTED may, at its expense, request an audit or accounting of expenditures by Satellite related to JTED Courses and JTED Programs.

#### C. Responsibilities.

(1) Responsibilities of JTED.

a. JTED will manage the joint technical education district.

b. JTED will be responsible for the content and quality of JTED Courses taught by the Satellite and shall maintain oversight of all JTED Satellite programs.

c. JTED will establish the standard for the quality of the teachers who instruct JTED Courses in accordance with the requirements of the Arizona Department of Education.

d. JTED may pay Satellite for providing facilities and instruction for JTED approved classes, or may reimburse other entities for facilities used by the Satellite in which to teach JTED Courses. JTED may distribute all or part of the funds it receives under A.R.S. §15-977 (Classroom Site Funds) and A.R.S. §15-979 (Instructional Improvement Funds) among the member districts in proportionate shares.

e. JTED shall provide professional development for Satellite District JTED Courses and JTED Program teachers. The nature, duration, frequency and type of professional development provided by JTED pursuant to this section shall be determined in the sole discretion of JTED, but professional development shall be scheduled in collaboration with the Satellite District.

f. JTED will adopt rules for admission of students in JTED funded programs. JTED will not approve enrollment, nor provide funds for tuition or fees, for students enrolled in Satellite Districts to attend any career and technical education ("CTE") course at any community college if the same or substantially similar CTE course is offered by the Satellite District, has space availability for the student to take the CTE course within the Satellite District, and the Satellite District will permit the student to take the course if it is offered at a school other than the one in which the student is enrolled, unless the student is already enrolled in the Satellite course. A Satellite District will not approve a Satellite District enrolled student's enrollment in a CTE course offered by a community college under such circumstances unless the CTE Director of the Satellite District authorizes such enrollment in writing and provides such authorization to JTED.

g. JTED shall provide ongoing evaluation and support services to Satellite District JTED Courses and JTED Programs. The nature, duration, frequency and type of evaluation and support services provided by JTED pursuant to this section shall be determined in the sole discretion of JTED, but JTED will provide advance written notice no less than ten (10) business days before a visit to Satellite District of JTED's visits to Satellite for evaluation and support.

h. JTED will maintain an itemized listing of goods and services provided to Satellite District and which are paid for by the retention of funds

generated by the enrollment of students in JTED Satellite programs, which may include the professional development services and evaluation services required under sections 4(C)(1)(e) and (g), above. JTED shall provide said itemized list to Satellite District within thirty (30) calendar days of receipt of a request for same from Satellite.

i. JTED shall submit the report required by A.R.S. §15-393.01 in the manner mandated by said statute no later than December 31st of year for which this Agreement is in effect.

j. If Satellite is operating under a traditional block schedule, JTED shall count for the purposes of ADM reporting the first fifty-five (55) minutes of the block as time spent by the student in a JTED program, and allow Satellite District to count the remainder of the block as time spent by the student in Satellite programs.

k. JTED will seek the input of a variety of stakeholders (satellite districts, post-secondary institutions, industry and community partners, parents, and students) in the development of JTED Courses and Programs. Based on the input provided by stakeholders, JTED will develop a Strategic Plan for the development of JTED Courses and Programs.

l. JTED will inform Satellite Districts of any change to member district allocations prior to JTED Governing Board consideration.

(2) Responsibilities of Satellite District. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph (2) may result in JTED withholding funds to the Satellite District on a temporary or long-term basis.

a. Satellite District shall upload Satellite student attendance data into the ADE SAIS AzEDs system at least every twenty (20) days in order to receive funding as agreed upon in this Agreement. Satellite District will be compliant with ADE reporting standards.

b. To facilitate equitable representation of the Satellite District and engage communication among JTED and member districts, Satellite District will designate a dedicated District CTE/JTED Local Director or similar position, to serve as the primary liaison to Pima JTED and attend monthly meetings with other Directors and to lead Satellite District JTED Satellite Program Evaluation and continuous improvement processes. Satellite District will provide the instruction in JTED Courses offered under this Agreement at Satellite through Satellite teachers who shall remain employees of Satellite District and subject to Satellite District's employment policies. However, Satellite may, to the extent permitted under A.R.S.

§15-537 and the personnel policies of Satellite District, consult with and consider the input received from JTED in teacher evaluations. If concerns regarding the quality of the program are identified to Satellite District and/or school administration by either the JTED program review process or other means, the Satellite District will confer with JTED regarding recommendations for improvement of the program. If the Satellite and JTED are operating on a centralized model basis, then this provision shall not apply. At the Satellite's request, JTED may provide a teacher or instructional coach or coach a course offered by the Satellite if the Satellite has a new teacher or unfilled position.

c. Satellite District will provide course/program eligibility documents for each potential new JTED Course prior to the beginning of the school year for which the Satellite District intends to seek allocation.

d. Satellite District shall provide a fund balance report for Fund 596 prior to August 15<sup>th</sup> of each fiscal year showing the current cash balance. If Satellite District cannot meet this deadline, prior notification shall be sent to Pima JTED by August 10<sup>th</sup>, at which time Pima JTED will establish an extended deadline for submission. Satellite District shall not hold a positive cash balance of more than 5% of the Satellite District's current year allocation, except that the allocation for the Satellite program shall not exceed the cost of the program under A.R.S. §15-393(L)(9).

e. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the JTED Courses and ensure the Satellite instructional staff, to the best of Satellite District's ability, are given the opportunity to attend the tuition-free professional development and CTE teacher certification courses offered by Pima JTED. If the Satellite District uses JTED funds to construct or renovate a facility located on the Satellite District campus or on property owned by the Satellite District, the facility shall, except for occasional other uses mutually agreed upon between the Parties, be used only for career and technical education programs offered by the JTED and must be made available to all qualified students who live within the JTED. In the event the facility is no longer used only for career and technical education programs offered by the JTED, the Satellite District shall, unless the Parties otherwise agree, reimburse the JTED for the depreciated cost of the construction and/or renovation as determined by generally accepted accounting principles.

f. Satellite and Satellite District will be responsible for student discipline in JTED Courses or Programs taught by Satellite District. However, Satellite may, to the extent permitted by A.R.S. §15-841 and the student discipline

policies of the Satellite District, consult with and consider the concerns of JTED with respect to this issue.

g. Satellite District will insure, repair and maintain all property and equipment purchased by JTED for use in JTED Courses taught by Satellite while in the possession of Satellite. Any equipment purchased by the JTED or with funds provided by the JTED must be ordered, installed or available for use by students no later than two months after the equipment has been purchased. All equipment purchased with JTED funds, without regard to price, shall be tagged and accounted for by the Satellite District. Equipment shall be defined as an article of nonexpendable personal property with a purchase price of \$200 or greater and a life expectancy of greater than one (1) year. The Satellite District shall make available for audit purposes a complete list of JTED-funded items. The Satellite District will return, or dispose of when mutually agreed upon beforehand, the property and equipment owned by JTED when the property and equipment is no longer used by Satellite for JTED Courses. Disposal of equipment must comply with State regulations, with the equipment first being offered for return to the JTED. The Satellite District will follow State disposal guidelines if the JTED chooses not to receive the equipment back from the Satellite District. In the event Satellite has installed computer software in JTED-owned computers, Satellite may remove such software from the JTED-owned computer prior to removing the computer from the Satellite site.

h. Satellite District holds responsibility for submitting reimbursement requests for Satellite Course and Satellite Program expenses and shall use any monies received pursuant to this Agreement to supplement and not supplant base year career and technical education and JTED Courses and amounts for directly related equipment and facilities. Satellite District agrees that in order to enhance and not supplant career and technical education as required by A.R.S. §15-393(D)(7) and (8), Satellite District will continue to allocate monies at a level equal to what was spent on career and technical educational and vocational programs in the base year to such programs or directly related equipment or facilities during the term of this Agreement. For purposes of this section, the amount spent in the base year shall be determined and adjusted as appropriate based on the definition and discussion in Memo 219 of the State Auditor General.

i. Except the first year a Satellite has joined a JTED, by October 15<sup>th</sup> of each year, Satellite shall complete and submit to JTED all of the following for the previous fiscal year:

- (i) The State Auditor General's Memo 219 worksheet; and

(ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's Memo 219 worksheet.

j. Satellite District will provide a final expense report to Pima JTED for Fund 596 by August 15<sup>th</sup> of each year to be funded with prior year allocation monies. If Satellite District cannot meet this deadline, prior notification must be sent to Pima JTED by August 10<sup>th</sup>, at which time Pima JTED will establish an extended deadline for submission. Satellite District must provide Pima JTED with a plan to spend any monies held in Fund 596 that exceed 5% of the Satellite District's prior year allocation before seeking additional reimbursement from the current year allocation.

k. Satellite District will comply with all applicable state, federal and JTED safety procedures and regulations.

l. Satellite District will cooperate with JTED to provide JTED with timely information for purposes of generating the itemized list required in Section 4(C)(2)(i) above and any reports required by A.R.S. §15-393.

m. Satellite District shall provide JTED with any and all documentation requested by JTED for the purposes of generating the report required by A.R.S. §15-393.01 by no later than November 30<sup>th</sup> of the then current JTED fiscal year. Satellite District shall provide any documentation requested by JTED after November 30<sup>th</sup> of the then current JTED fiscal year for the purposes of complying with A.R.S. §15-393.01 in a timely manner.

n. Satellite District will receive and utilize as it deems appropriate its proportionate share of all funds, if any, generated from the JTED enrollment under A.R.S. §15-977 (Classroom Site Funds) and A.R.S. §15-979 (Instructional Improvement Fund), except that all funds received by Satellite District under this paragraph must be used on approved JTED Courses or Programs.

o. Satellite District will submit to JTED biannual attestations by all Supervisors who supervise Employees funded entirely or in part by JTED stating that said Employees perform only those duties that benefit JTED Courses, JTED Programs, and/or JTED students for the period of time (all or in part) that the Employee is funded by JTED.

p. Satellite District will maintain all birth certificates, proof of residency, attendance records, IEP/504 information, Free and Reduced Lunch status, demographic data, discipline records, shot records and other student data that can improve student learning experiences for JTED Central Campus students who are also enrolled in the Satellite District. Satellite District will provide JTED

access to copies of said records upon request as necessary to carry out the terms of this Agreement and JTED will limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record.

q. Satellite District will prominently display the JTED logo and/or the statement “Enhanced by JTED” or “Powered by JTED” on every press release, social media post or public promotional material either in print or in electronic form that mentions and/or highlights any JTED satellite program. JTED will prominently display the Satellite District logo on every press release, social media post or public promotional material either in print or in electron form that mentions and/or highlights any Satellite District program.

r. Satellite District will permit JTED personnel, through a mutually agreed-upon plan between Satellite District and JTED staff, to promote JTED courses and programs (including Project Search Programs)that are held at JTED’s central campuses to Satellite District students through in-person and electronic outreach activities at Satellite District. Any such outreach shall be scheduled and coordinated in collaboration with the Satellite District.

s. Satellite District will seek the input of a variety of stakeholders (Pima JTED, other Satellite Districts, post-secondary institution, industry and community partners, parents, and students) in the development of JTED courses and Programs.

t. To the extent required by law, Satellite District will provide special education services to its own exceptional education students for both Satellite and central JTED students as required by A.R.S. § 15-764 as JTED is not subject to A.R.S. §15-764 and as such, does not receive any funding to support those services. Students are considered Satellite District’s “own exceptional education students” when Satellite District receives funding for them from the state through Group B weights. JTED will implement accommodations under 504/IDEA as appropriate. A separate IGA between Satellite District and Pima JTED for Satellite District students enrolled in Pima JTED Project Search will detail service and financial arrangements.

**D. Type of Instruction.** All new proposed Satellite courses must be submitted to and approved by the JTED Governing Board by the first day of instruction. All classes that may generate funding must meet the criteria for programs as required by law. All Satellite District teachers are required to follow these criteria. Satellite District shall submit all requests for approval or addition of Satellite District JTED Courses or JTED Programs directly to JTED.

E. **Quality of Instruction.** JTED Course shall mean a course which is part of a sequence of courses taught as a JTED Program and which meets the criteria identified in A.R.S. §§15-391(3) and (5).

F. **Enrollment.**

(1) JTED will coordinate enrollment and registration with the staff of each Satellite.

(2) Satellite District and JTED must verify student eligibility in classes approved by the JTED Governing Board.

(3) Satellite District will provide registration and attendance information for JTED students in approved courses consistent with State guidelines and subject to the requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, *et seq.*

(4) JTED may collect tuition for adult students, students who have a high school degree or GED, students participating in the Arizona Department of Education Empowerment Scholarship Account Program, and pupils who are residents of school districts that are not participating in the joint district, pursuant to A.R.S. §15-393(H). The JTED Governing Board will set the tuition rate.

(5) For purposes of this Agreement, a “student” is as defined in A.R.S. §15-393(D)(4). Adults and post-secondary students may enroll in JTED Courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designee. Satellite District shall be responsible to acquire documentation pursuant to A.R.S. §15-828(A).

G. **Transportation Services.** Pima JTED will have no responsibility to provide transportation to Satellite District students. Satellite District will have no responsibility to provide transportation to Satellite District students unless it is required to do so by law. If the law requires that a Satellite District student be provided transportation, doing so will be the sole responsibility of Satellite District.

**5. Cancellation for Conflict of Interest**

Pursuant to A.R.S. §38-511, either Party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is at any time while the Agreement is in effect an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

**6. Non-discrimination**

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

**7. Insurance**

Satellite District and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

**8. Employees**

An employee of any Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

**9. Mutual Indemnification**

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

**10. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15- 391 through 15-396), as amended, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control.

**11. Record Retention and Inspection**

The parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the IGA for a period of five (5) years after the completion of the IGA and to make such documents open to inspection and audit at reasonable times.

**12. Fingerprint Clearance**

Each party warrants and agrees that its employees, contractors and subcontractors who may have unsupervised contact with students shall comply with the fingerprinting requirements of A.R.S. §15-512 and that such fingerprint clearance will remain in effect throughout the term of this IGA.

**13. Employee Worker Eligibility**

By entering into the contract, the parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. The Satellite District may request verification of compliance from any contractor or subcontractor performing work under this Agreement.

**14. Mediation**

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall equally share the expenses of the mediator; however, each Party shall bear its own cost for presentation before the mediator, including the cost incurred by the Party for representation by an attorney at the mediation, if such representation is desired.

**15. Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

<b>JTED</b> Address:	<b>SATELLITE DISTRICT</b> Address:
2855 W. Master Pieces Drive Tucson, AZ 85741	701 W. Wetmore Road Tucson, AZ 85705
Fax: (520) 352-5842	Fax: (520) 696-5015

**16. Counterparts**

This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Intergovernmental Agreement is effective as of the date first written above.

**IN WITNESS HEREOF**, the parties sign this Agreement:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

**PIMA COUNTY JOINT TECHNICAL EDUCATION DISTRICT No. 11**

By: \_\_\_\_\_  
Name: Kathy Prather  
Title: Superintendent

**ATTORNEY APPROVAL:**

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the JTED Governing Board.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Legal Counsel for JTED

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, upon resolution of the District Governing Board of Amphitheater Unified School District No. 10 approving this Agreement and authorizing its Superintendent to sign below:

**AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

By: \_\_\_\_\_  
Name: Todd A. Jaeger, J.D.  
Title: Superintendent

**ATTORNEY APPROVAL:**

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Amphitheater Unified School District Governing Board.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Legal Counsel for Satellite

## **Exhibit A**

### **Funding**

*Itemize the services to be provided and the amounts to be allocated for funding of that service, indicating the amount the JTED will contribute to the course and the amount of support required by the Satellite. Itemized services and expenses may include but are not limited to teacher salaries, curriculum, facility usage, utilities, custodial care, and course supplies and equipment.*



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

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**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Intergovernmental Agreement with Pima Community College District for Child Care Access Means Parents in School Grant**

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**BACKGROUND:**

Pima Community College (“PCC”) is the recipient of the Child Care Access Means Parents In School (“CCAMPIS”) grant from the Department of Education (“DOE”) which includes grant funding for subsidizing a portion of the cost of childcare for PCC’s current students at DOE-approved childcare facilities. PCC would like to enter into the attached Intergovernmental Agreement (“IGA”) with the District to permit it to use CCAMPIS grant funds to subsidize childcare for PCC students at District preschools in accordance with the terms of the IGA.

Administration has met with PCC about the proposed IGA and recommends its approval. In addition, the IGA has been reviewed by the Associate to the Superintendent and General Counsel. The authorizations provided to school districts under Arizona state law allow the District to enter into this IGA with Governing Board approval.

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**RECOMMENDATION:**

The Administration recommends that the Governing Board approve this IGA.

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**INITIATED BY:**

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

Date: June 6, 2023

Todd A. Jaeger, J.D., Superintendent

**CCAMPIS CHILD CARE CENTER INTERGOVERNMENTAL AGREEMENT**

This CCAMPIS CHILD CARE CENTER INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made as of the date of last signature below (“**Effective Date**”), by and between Pima County Community College District (“**College**”) and Amphitheater Public Schools (“**APS**”). College and APS may be referred to individually as Party (“**Party**”) and collectively as Parties (“**Parties**”) in this Agreement.

**RECITALS:**

- A. College is a political subdivision of the State of Arizona and is authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-952, 15-1401, and 15-1444.
- B. College is the recipient of the Child Care Access Means Parents In School (“**CCAMPIS**”) grant from the Department of Education (“**DOE**”) which includes grant funding for several purposes, including subsidizing a portion of the cost of childcare for College’s current students (individually, a “**Participant**” and collectively, “**Participants**”), at DOE-approved childcare facilities such as APS (“**Grant**”).
- C. APS is a school district authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342 and operates a DOE-approved childcare center providing childcare services in Tucson and Pima County.
- D. APS, in accordance with the terms of the Grant as well as the terms of this Agreement, desires to collaborate with College to provide childcare services for Participants (“**CCAMPIS Program**”).

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

- 1. TERM.** This Agreement shall commence on the Effective Date and shall be in effect for one (1) year (“**Term**”) and shall automatically renew annually unless this Agreement is terminated or Grant funding ceases.
- 2. COLLEGE RESPONSIBILITIES.** Subject to the terms and conditions of this Agreement and terms and conditions of the Grant, College shall be responsible for the following:
  - 2.1** Recruit Participants to participate in CCAMPIS Program.
  - 2.2** Refer Participants to approved childcare centers, including APS.
  - 2.3** Provide stipends payable directly to APS to subsidize a portion of the childcare cost. This portion will be a sliding scale based on the student’s needs and selection criteria.
  - 2.4** Monitor APS’s compliance with the CCAMPIS Program and the terms of this Agreement.
  - 2.5** Keep an open line of communication with APS to report any changes in CCAMPIS enrollment status of the Participant.
  - 2.6** Periodically visit APS during the term of the Agreement to ensure appropriate attendance and if any additional needs are identified.
- 3. APS RESPONSIBILITIES.** Subject to the terms of this Agreement and terms and conditions of the Grant, APS shall be responsible for the following:
  - 3.1** Provide College with a current, valid W-9 for APS.
  - 3.2** Accept CCAMPIS stipends from College as compensation for approved Participants.



- 3.3 Provide College with any requested documentation, included but not limited to: receipts, child attendance records, accreditation documentation, documents related to DES Certification/DHS Licensing, in a timely manner.
- 3.4 Treat Participants in the same manner as other APS clients. Specifically, in the case of a
- 3.5 waiting list, stipend recipients will not be penalized or treated differently from other waitlisted clients.
- 3.6 Inform designated College staff, in a timely manner, if a Participant withdraws or makes an enrollment change at the childcare center.
- 3.7 Maintain good standing with the Bureau of Child Care Licensing, Department of Economic Security (“DES”), Child Care Administration, and remain accredited in a nationally recognized program.
- 3.8 Allow designated College staff to visit APS periodically.
- 3.9 Keep an open line of communication with designated College staff to report any pertinent changes, challenges or successes regarding Participant and their child performance.
- 3.10 Report child attendance to designated College staff on a monthly basis.
- 3.11 In the event APS intends to discontinue participation in the CCAMPIS Program, APS must provide at least thirty (30) days’ prior written notice to both designated College staff and Participant(s).

#### 4. FINANCIAL PROVISIONS

- 4.1 **Funding.** Except as expressly stated in this Agreement, each Party shall be solely responsible for funding of and all necessary financial support required to conduct such Party’s respective obligations under this Agreement.
- 4.2 **Grant Funding for College.** The Parties acknowledge and agree that the CCAMPIS Program, and College’s ability to participate in the CCAMPIS Program, is funded by the Grant funds. Grant funds will cover the co-pays remaining for a Participant after their DES childcare subsidies are used, as calculated based on the official DES sliding fee scale.

#### 5. TERMINATION; SUSPENSION

- 5.1 **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon one hundred and eighty (180) days prior written notice to the other Party so long as such termination has received the prior written approval of the Department of Education.
- 5.2 **Termination for Cause.** In the event either Party fails to comply with or observe any provision of this Agreement (“Breach”), and such Breach remains uncured beyond ten (10) days’ notice to the Breaching Party, the non-Breaching Party may, in addition to any other remedy available, terminate this Agreement.
- 5.3 **Lack of Funding.** Either Party may terminate this Agreement, with prior written notice to the other Party, in the event the funding for the Party or the Program has been terminated, discontinued or not renewed by the funding organization, or in the case of College, in addition to the aforementioned funding sources, its Governing Board. Notices to the other Party shall be made as soon as the terminating Party becomes aware of the above event.
- 5.4 **Suspension.** In the event APS loses the required licensing or accreditation for participation in the CCAMPIS Program, the Parties may temporarily suspend the CCAMPIS Program’s operation for the duration necessary to remedy the issue or for the mutually agreed upon duration. The Parties will exercise their best efforts to avoid any prolonged suspension that may disrupt the Program.



6. **INSURANCE.** Each Party shall maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of its respective employees and agents participating under this Agreement. Neither Party will be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the other Party, or the other Party's employees, agents and contractors.
7. **INDEMNIFICATION.** Each Party shall indemnify, defend and hold harmless the other Party, and the other Party's officers, contractors, agents, and employees from and against any and all actions, claims (including, but not limited to personal injury and death), damages, costs, expenses (including all costs and expenses associated with litigation up through final appeal), and liabilities (collectively "**Claims**") arising out of or related to the breach of this Agreement, breach of applicable law, negligence, or intentional acts the Party or any party acting on its behalf or under its direction while acting under this Agreement. Each Party expressly reserves the right to retain separate counsel at its own expense to participate in the defense or settlement of such claims.
8. **LIMITATION OF LIABILITY.** THE PARTIES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE AGREEMENT.
9. **GENERAL PROVISIONS**
  - 9.1 **Non-Assignment.** APS shall not transfer or assign any of its rights under this Agreement to others without the prior written consent of an authorized official of College. Any attempt to transfer or assign shall be null and void.
  - 9.2 **Compliance.** The Parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the Americans with Disabilities Act ("**ADA**"), 42 U.S.C. § 12132, Immigration and Nationality Act ("**INA**"), 8 U.S.C. § 1324a, and Arizona Revised Statutes ("**ARS**") § 41-4401.
  - 9.3 **Scope of Relationship; Non-Endorsement.** 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.
  - 9.4 **Confidentiality; Public Records.** The Parties acknowledge that, to the extent applicable, all records are subject to audit pursuant to A.R.S. § 35-214 and the public records law, A.R.S. § 39-121 et seq.
  - 9.5 **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation by College for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
  - 9.6 **No Waiver of Rights.** No waiver by College of any breach of the provisions of this Agreement by APS shall in any way be construed to be a waiver of any future breach or bar College's right to insist on strict performance of the provisions of this Agreement.
  - 9.7 **Force Majeure.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, to the extent that the performance of any such obligation is

prevented or delayed by any cause which is beyond the reasonable control of the affected Party.

**9.8 Headings.** The headings of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

**9.9 Severability.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**9.10 No Third-Party Beneficiaries.** No person or entity, whether or not mentioned or referred to in this Agreement, other than College and APS and their permitted successors and assigns, shall be considered to be a beneficiary of or entitled to assert any rights under this Agreement.

**9.11 Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**9.12 Dispute Resolution.** This Agreement is subject to arbitration to the extent required by ARS §§ 12-133 and 12-1518, and Rule 2.9 of Pima County Superior Court Local Rules.

**9.13 Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Arizona. The venue for any dispute regarding this Agreement shall be Pima County, Arizona, each Party waives any defense of non-convenient forum.

**10. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements or understandings, whether oral or written. This Agreement may not be modified or amended except by written amendment signed by an authorized official from each Party.

**11. NOTICES.** All notices, statutory notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, and shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested, (ii) sent by recognized overnight delivery service, (iii) delivered personally, or (v) sent by email, in each case addressed to the appropriate address set forth below, or to such other place as parties may from time to time designate:

**To COLLEGE**  
4905 E. Broadway Blvd. #D-232  
Tucson, AZ. 85709  
Attn: Julie Mendivil, CCAMPIS Program Manager  
[jmendivil17@pima.edu](mailto:jmendivil17@pima.edu)

**To APS**  
Address  
City, State, Zip  
Attn:

**12. COUNTERPARTS.** This Agreement may be signed in one or more counterparts where combined shall effectuate one signed document.

*Signatures on Following Page.*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officials as of the Effective Date.

**PIMA COUNTY COMMUNITY COLLEGE  
DISTRICT**

**AMPHITHEATER PUBLIC SCHOOLS**

**By:**  
**Print Name:**  
**Title:**  
**Date:**

**By:**  
**Print Name:**  
**Title:**  
**Date:**

**REVIEWED AND APPROVED AS TO FORM**

**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.**

\_\_\_\_\_  
**Pima Community College Legal Counsel**

\_\_\_\_\_  
**Amphitheater Public Schools Legal Counsel**

**Print Name:**  
**Title:**  
**Date:**

**Print Name:**  
**Title:**  
**Date:**



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

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**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Intergovernmental Agreement with Pima Community College District for Dual Enrollment**

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**BACKGROUND:**

On September 6, 2005, the Governing Board reviewed and approved an Intergovernmental Agreement (“IGA”) with Pima Community College (“PCC”) to provide an opportunity for designated District students to enroll into college level courses for credit while still attending high school. Eligible students must be enrolled simultaneously in at least four District courses to participate absent a waiver from the District.

The Governing Board approved IGAs to extend the program in 2013 and again in 2018. The current IGA is set to expire on June 30, 2023. PCC has now submitted the attached IGA to extend the District’s participation in the dual enrollment program for an additional five (5) years through June 30, 2028.

The District is obligated to provide qualified course instructors and to participate in PCC’s faculty evaluation processes. The Agreement provides for no exchange of funds between the District and PCC as the value of the instructional services and facilities provided by the District is expected to be substantially equivalent to the value of community college credits provided by PCC.

Students enrolled under this Agreement are responsible for the payment of all required tuition and fees; however, the District may choose to make provisions for tuition payments for the students.

The proposed IGA was reviewed by the Associate to the Superintendent and General Counsel prior to it being presented to the Governing Board for consideration. The authorizations provided to school districts under Arizona state law allow the District to enter into this IGA with Governing Board approval.

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**RECOMMENDATION:**

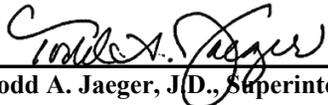
The Administration recommends that the Governing Board approve this IGA.

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**INITIATED BY:**

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

Date: June 6, 2023

  
Todd A. Jaeger, J.D., Superintendent

**INTERGOVERNMENTAL AGREEMENT FOR DUAL ENROLLMENT  
BETWEEN  
PIMA COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
AMPHITHEATER UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement for Dual Enrollment (“**Agreement**”) is entered into between Pima County Community College District (“**College**”), and Amphitheater Unified School District (“**School District**”) (collectively “**Parties**”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

**BACKGROUND**

- A. College is a public 2-year community college located in Tucson, Arizona. School District is a public educational district operating a high school in Tucson, Arizona.
- B. College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).
- C. College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.
- D. School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

**AGREEMENT**

**NOW, THEREFORE,** In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined below, to eligible School District students.

**2. DEFINITION**

“**Dual Enrollment Course**” means, pursuant to A.R.S. § 15-101(11), a “college-level course that is conducted on the campus of a high school or on the campus of a career technical education district, that is applicable to an established community college academic degree or certificate program and that is transferable to a university under the jurisdiction of the Arizona board of regents. A dual enrollment course that is applicable to a community college occupational degree or certificate program may be transferable to a

university under the jurisdiction of the Arizona board of regents.” Notwithstanding the above, pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

“**High School Campus**” means the physical location operated by the School District for its high school at the following address(s):

- Amphitheater High School -125 W. Yavapai, Tucson, AZ 85705
- Canyon del Oro High School -25 W. Calle Concordia, Tucson, AZ 85701
- Ironwood Ridge High School -2475 W. Naranja Drive, Tucson, AZ 85742

**For any new High School Campus to serve as the site for delivery of a Dual Enrollment Course under this Agreement, the Parties shall execute a written amendment signed by both Parties.**

**3. EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“**Effective Date**”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2028 (“**Term**”).

**4. OBLIGATIONS OF COLLEGE**

**4.1 General Course Requirements**

A. College will offer Dual Enrollment Courses to School District’s high school freshmen, sophomores, juniors and seniors who satisfy the College’s prerequisites for the Course.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

- i. of a quality and depth to qualify for college credit, as determined by College;
- ii. evaluated and approved through the College curriculum approval process;
- iii. at a higher level than taught by the School District high school;
- iv. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and

- v. compliant with all other standards for College courses.

**Dual Enrollment Courses made available by College pursuant to this Agreement are listed in and are subject to the terms and conditions stated in Exhibit B, which is attached to and part of this Agreement.**

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. [reserved]

G. College will provide to School District the instructional information necessary to meet the goals of the Courses delivered, including but not limited to College approved textbook titles, syllabi, Course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College Courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the Course.

#### **4.2 Instructors and Instruction**

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

#### **4.3 Assessment and Monitoring**

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the Course outlines as necessary.

#### **4.4 Policy and Procedure**

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### **4.5 Students with Disabilities**

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal

duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

#### **4.6 Reporting**

Pursuant to A.R.S. § 15-1427, in each odd-numbered calendar year, College will submit to the Joint Budget Committee a report that includes dual enrollment information as described in A.R.S. § 15-1427(C). At College's request, School District shall promptly provide College all applicable data that is required for inclusion in any such report.

#### **4.7 Accreditation and Educational Standards**

At all times during the Term, College shall meet and comply with the Quality Standards of the Arizona Department of Education. College may do so by maintaining its accreditation through the Higher Learning Commission (HLC). HLC accreditation is required to ensure the College complies with the standards for faculty, programs, courses, facilities, instructional materials, student support services, and all other policy and academic aspects necessary to deliver quality instruction to its students. Criteria for the HLC accreditation can be found at [www.hlcommission.org](http://www.hlcommission.org), and assumed practices for the HLC accreditation can be found at <https://www.hlcommission.org/Polices/assumed-practices.html>. Meeting the HLC accreditation standards satisfies the Arizona's Quality Standards. College warrants and agrees that as of the Effective Date of this Agreement it maintains and that during the Term of this Agreement it will maintain its HLC accreditation.

### **5. OBLIGATIONS OF SCHOOL DISTRICT**

#### **5.1 General Course Requirements**

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in Courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment

Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in Courses.

E. [reserved]

F. School District will adopt and utilize College approved textbooks, Course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

## **5.2 Instructors and Instruction**

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

## **5.3 Assessment and Monitoring**

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the Course outlines as necessary.

## **5.4 Policy and Procedure**

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;

4. is aware the student is participating in a college level Course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

#### **5.5 Students with Disabilities**

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

#### **5.6 Reporting**

School District will provide College in a timely fashion all data that is required for the submission of reports required by A.R.S. § 15-1427, as described in Section 4.6 of this Agreement.

#### **5.7 Facilities and Funding**

A. At every participating High School Campus, School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply

with all applicable provisions of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

## **6. MUTUAL AGREEMENTS**

### **6.1 Instructor**

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

### **6.2 Students**

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

### **6.3 Removal from Course**

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

### **6.4 Schedule and Number of Students**

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in

a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and Course prerequisite requirement provisions of this Agreement.

#### **6.5 Availability of Instructors**

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may provide a qualified instructor to deliver any Dual Enrollment Course, in which case School District will compensate the College as provided in Exhibit A.

#### **6.6 Guidelines**

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

#### **6.7 Rigor of Courses**

College and School District agree that college level Courses are rigorous and demanding Courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

### **7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.**

#### **7.1 Fees**

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

#### **7.2 Supplies**

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

#### **7.3 Tuition**

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit A, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this

program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

#### **7.4 Billing Format**

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

#### **7.5 Manner of Financing**

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

### **8. RECORDS**

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

### **9. CONFIDENTIALITY**

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

### **10. TERMINATION/DISPOSITION OF PROPERTY**

#### **10.1 Termination**

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this Section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

#### **10.2 No Relief from Obligations**

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a Course or Courses and obtaining dual credit at the time of termination or notice thereof.

### **10.3 Disposition of Property**

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

## **11. RESPONSIBILITY**

### **11.1 Conduct of Operations**

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

### **11.2 Indemnification**

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

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

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

## **13. NON-ASSIGNABILITY**

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

## **14. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

## **15. RIGHTS/OBLIGATIONS OF PARTIES ONLY**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

## **16. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein. Any modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

#### **17. INVALIDITY OF PART OF THE AGREEMENT**

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

#### **18. GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

#### **19. NOTICE**

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

**If to College:**

James Palacios  
Dean, Dual Enrollment and HS Programs  
[jpalacios3@pima.edu](mailto:jpalacios3@pima.edu)  
520-206-5062

With Copy to:  
PCC Contract Services  
4905 E. Broadway Blvd  
Bld D-232  
Tucson, AZ 85745

**If to School District:**

Name: Todd Jaeger, J.D.  
Title: Superintendent  
Email: [tjaeger@amphi.com](mailto:tjaeger@amphi.com) / [superintendent@amphi.com](mailto:superintendent@amphi.com)

#### **20. LEGALWORKER REQUIREMENT**

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of

those requirements.

## **21. WORKERS COMPENSATION**

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

**Signature Page Continues**

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the dates indicated below.

**FOR COLLEGE:**

**FOR SCHOOL DISTRICT:**

\_\_\_\_\_  
By:  
Title:  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
By:  
Title:  
  
\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM**

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

\_\_\_\_\_  
By: Jeff Sylvin  
Title: General Counsel  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title: Counsel for School District  
Date: \_\_\_\_\_

**ATTACHMENTS:**

- EXHIBIT A – Financial Provisions
- EXHIBIT B – Description of Dual Enrollment Courses (with Master List)

**EXHIBIT A  
TO AGREEMENT FOR DUAL ENROLLMENT**

**FINANCIAL PROVISIONS**

1. **Reciprocal Services.** The Parties have determined that the services each party provides for delivery of the Dual Enrollment Courses under this Agreement are comparable in value and are summarized below:
  - A. For its contribution to Reciprocal Services, the School District shall:
    - i. Supply and pay for Course instructors for instructors provided by School District;
    - ii. Provide classrooms, labs and other necessary capital facilities and equipment for the Courses;
    - iii. Assist students with Course enrollment and Course admission, and assist with curriculum, grading, record keeping and other Course requirements; and
    - iv. Transfer to the College appropriate records and information related to the Courses and students in the Courses.
  - B. For its contribution to Reciprocal Services, the College shall:
    - i. Provide curriculum for the Dual Enrollment Courses;
    - ii. Award college credit to School District students who successfully complete a Dual Enrollment Course;
    - iii. Assist students with Course enrollment and College admission, and assist with curriculum, grading, record keeping, and other Course requirements; and
    - iv. Transfer to the School District appropriate records and information related to the Courses and students in the Courses
  - C. Books and Supplies. Either School District or the Students shall be responsible for all books and supplies required for each Dual Enrollment Course.
2. **Statement of Value.** In recognition of each party's reciprocal contribution to programs under this Agreement, each party shall prepare and provide the other party a statement of value for the party's contribution for the preceding academic term ("**Statement of Value**").
  - A. College's Statement of Value shall include the following:
    - i. summarize the Courses offered, with each Course valued at the College's official tuition rate and fees in effect during the fiscal year per credit hour for the specific Course for each student who completed the Course; and
    - ii. for each Course listed, include a supplement report listing the names of the students categorized by each Course.
  - B. School District's Statement of Value shall include the following:
    - i. summarize the School's costs expended to provide and operate facilities used for the Dual Enrollment Course delivery; and
    - ii. amount of total compensation to the School District's instructors delivering the Dual Enrollment Courses.
3. **Non-Resident Students.** Notwithstanding the above, for non-resident students of the School District College shall invoice School District for the difference that exceeds the in-state tuition rate. The College will issue invoices for non-residential tuition charges within thirty (30) days after the close of

the add/drop period. Payment is due within thirty (30) days of the invoice date.

4. **Additional Services By College.** For additional services provided by the College at the request of the School District, such as facility rental or Course instructors, School District shall compensate College at the facility rental fees and faculty compensation rates in effect during the fiscal year when services were provided. College shall issue an invoice for the amount due upon completion of the services. Payment is due within (30) days of the invoice date.
5. **Grants/Scholarships.** College offers no grants, scholarships or financial aid for the dual enrollment program under this Agreement.
6. **Billing and Invoices.** Upon execution of this Agreement, the parties shall provide the other all information (address, attention to) for receipt and processing of the parties' invoices. College will send invoices to the School District for the services provided no later than thirty (30) days after the end of each academic semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.
7. **Full Time Student Equivalent (FTE) Information.** The financial arrangement of the Parties under this Agreement has no impact on the count and the manner of counting the FTEs each party is otherwise entitled to claim under the Arizona law.

**EXHIBIT B  
TO AGREEMENT FOR DUAL ENROLLMENT**

**DESCRIPTION OF DUAL ENROLLMENT COURSES**

**1. Dual Enrollment Course Master List**

- a. As of the Effective Date of this Agreement, the courses listed in the Part 1 of the Dual Enrollment Course Master List in Attachment 1 below (“**Master List**”), are approved for offering under this Agreement as having met the requirements established by the Higher Learning Commission (“**HLC**”).
- b. Prior to offering any Dual Enrollment Courses listed in Part II of the Master List, College will conduct necessary course review and obtain all approvals by the HLC.
- c. Complete description of all courses can be found in the current College catalog at [pima.edu](http://pima.edu).
- d. Each new Dual Enrollment Course shall be approved by the College Governing Board prior to offering and shall comply with all terms and conditions set forth in this Agreement.
- e. All substantive changes to a Dual Enrollment Course, including but not limited to, the number of credit hours awarded for the Course, shall be approved by the College Governing Board prior to offering.
- f. Changes in the course title and other non-substantive changes to an otherwise approved Dual Enrollment Course on the Master List will not require the approval by the Governing Board. College will promptly notify School District of any such Course updates.
- g. College will notify the School District in writing about new Dual Enrollment Courses added to the Master List and other updates to the Master List.

**2. Courses and Locations**

- a. Prior to each academic semester during the Term of this Agreement, the parties will mutually determine specific Dual Enrollment Courses from the Master List to be offered at each High School Campus listed in Section 2 of this Agreement.
- b. Each party shall maintain current the list of the course-Campus selection established by the parties for each academic semester during the Term, and shall publish or make such a list available to the other party and members of the public upon written request.
- c. College will inform the Governing Board of the course-Campus offerings for the academic semester at the completion of each academic semester.

**ATTACHMENT 1**  
**DUAL ENROLLMENT COURSE MASTER LIST**

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
<b>Accounting</b>		
ACC211	Financial Accounting [SUN# ACC 2201]	3
ACC212	Managerial Accounting [SUN# ACC 2202]	3
<b>American Indian Studies</b>		
AIS101	Introduction to American Indian Studies	3
<b>Automated Industrial Technology</b>		
AIT100	Industrial Safety	1
AIT105	Modern Maintenance Operations	3
AIT110	Mechanical Power Transmission Systems	3
AIT120	Pneumatic Systems	3
AIT125	DC and AC Components	3
AIT135	Electronics Assembly & Fabrication I	3
<b>Administration of Justice</b>		
AJS101	Introduction to Administration of Justice Systems [SUN# AJS 1101]	3
AJS109	Criminal Law	3
AJS115	Criminal Procedures	3
AJS123	Corrections as a Process	3
AJS124	Ethics and the Administration of Justice	3
AJS204	Criminal Investigations	3
AJS212	Juvenile Justice Procedures	3
AJS225	Criminology	3
AJS250	Criminal Justice Crime Control Policies and Practices	3
<b>Anthropology</b>		
ANT102	Introduction to Cultural Anthropology and Linguistics	3
ANT112	Exploring Non-Western Cultures	3
ANT202	Sexuality, Gender and Culture	3
<b>Art</b>		
ART100	Basic Design	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
ART105	Exploring Art and Visual Culture	3
ART128	Digital Photography I	4
ART130	Art and Culture: Prehistoric through Gothic [SUN# ART 1101]	3
<b>American Sign Language</b>		
ASL101	American Sign Language I	4
ASL102	American Sign Language II	4
<b>Automotive Technology</b>		
AUT100	Small Engine Troubleshoot and Repair	3
AUT101	Automotive Maintenance	3
AUT105	Light Line Maintenance	3
AUT120	Engine Diagnosis and Repair	3
AUT124	Automotive Diesel Engine Tune-Up	3
AUT126	Engine Performance and Driveability Troubleshooting	3
AUT128	Automotive Electrical Fundamentals and Applications	3
AUT139	Automotive Steering and Suspension Systems	3
AUT140	Automotive Brakes Diagnosis and Repair	3
AUT142	Automotive Heating, Ventilation, and Air Conditioning	3
<b>Building and Construction Technology</b>		
BCT105	Professionalism in Service, Construction Math, Basic Rigging	3
BCT107	Basic Safety, Hand & Power Tools, Blueprint Reading	3
BCT120	Blueprint Reading for Construction	3
BCT123	Concrete/Masonry	3
BCT132	Residential and Industrial HVAC I	4
BCT146	Woodworking I	3
<b>Biology</b>		
BIO100IN	Biology Concepts	4
BIO105IN	Environmental Biology	4
BIO108IN	Plants, People and Society	4
BIO109IN	Natural History of the Southwest	4
BIO121IN	Human Biology and Evolution	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
BIO127IN	Human Nutrition and Biology	4
BIO135IN	Genetics, Biotechnology and Human Affairs	4
BIO156IN	Introductory Biology for Allied Health	4
BIO160IN	Introduction to Human Anatomy and Physiology	4
BIO181IN	General Biology I: (Majors) [SUN# BIO 1181]	4
BIO182IN	General Biology II: (Majors) [SUN# BIO 1182]	4
BIO184IN	Plant Biology	4
BIO201IH	Human Anatomy, Physiology and Histology	4
BIO201IN	Human Anatomy and Physiology I [SUN# BIO 2201]	4
BIO202IN	Human Anatomy and Physiology II [SUN# BIO 2202]	4
BIO250	Biomedical Ethics	3
<b>Business</b>		
BUS100	Introduction to Business	3
BUS148	Ethics in the Workplace	3
<b>Computer Aided Design</b>		
CAD101	Computer-Aided Drafting for Construction	4
CAD117	Print Reading with CAD for Manufacturing	4
CAD142	Introduction to Parametric Modeling: SolidWorks	4
CAD166	Introduction to Revit	4
CAD172	Geometric Dimensioning and Tolerancing	3
CAD206	Commercial Design: Revit	4
CAD242	Advanced Parametric Modeling: SolidWorks	4
<b>Chemistry</b>		
CHM130IN	Fundamental Chemistry [SUN# CHM 1130]	4
CHM140IN	Fundamental Organic and Biochemistry [SUN# CHM 2230]	4
CHM151IN	General Chemistry I [SUN# CHM 1151]	4
CHM152IN	General Chemistry II [SUN# CHM 1152]	4
<b>Childhood Development Associate</b>		
CDA102	The Child's Total Learning Environment	1
CDA121	Techniques for Observing Children	1
CDA271	Professionalism in Childcare	1
<b>Communications</b>		

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
CMN102	Introduction to Communication [SUN# COM 1100]	3
CMN110	Public Speaking	3
CMN120	Business and Professional Communication	3
CMN130	Small Group Communication [SUN# COM 2271]	3
CMN140	Interpersonal Communication [SUN# COM 1110]	3
<b>Computer Information Systems</b>		
CIS103	Microsoft Windows Operating System Professional Admin	3
CIS104	Computer Fundamentals	3
CIS119	Network Essentials	3
CIS129	Programming and Problem Solving I	4
CIS131	Programming and Problem Solving II	4
CIS136	Computer Hardware Components	3
CIS137	Introduction to the Linux Operating System	3
CIS188	Scripting for Automation	3
CIS219	Introduction to Virtual Computing	3
CIS227	Cyber Law and Ethics	3
CIS228	Fundamentals of Network Security	4
CIS247	Ethical Hacking I	3
<b>Clinical Research Coordinator</b>		
CRC101	Foundations of Clinical Research	3
<b>Culinary Arts</b>		
CUL105	Food Service Nutrition and Sanitation	3
CUL130	Savory Cuisine	3
CUL140	Culinary Principles	3
CUL150	Garde Manger	3
CUL160	Bakery and Pastry Production I	3
CUL189	Culinary Arts Capstone I	1
<b>Dance</b>		
DNC105	Ballet Folklorico I	2
<b>Digital Arts</b>		
DAR102	Fundamentals of Digital Design	4
DAR103	Introduction to Video and Film Arts	4
DAR112	Graphic Design	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
DAR115	Digital Video Editing	4
DAR120	Applied Computer Graphics	4
DAR122	DeskTop Graphics: Adobe Illustrator	4
DAR125	Digital Cinematography I	4
DAR251	Computer 3D Animation: Maya	4
<b>Early Childhood Education</b>		
ECE108	Literature/Social Studies for Children	3
ECE115	Supervision and Administration of Early Childhood Programs	3
ECE117	Child Growth and Development	3
ECE118	Foundations of Early Childhood Education	3
ECE125	Nutrition, Health, and Safety for the Young Child	3
ECE228	The Young Child: Family, Culture, & Community	3
<b>Economics</b>		
ECN150	An Economic Perspective	3
<b>Education</b>		
EDU200	Introduction to Education	3
EDU201	Diversity in Education	3
EDU202	Introduction to the Exceptional Learner	3
EDU206	Relationships in Classroom Settings	3
<b>Emergency Medical Technology</b>		
EMT100	Emergency Medical Technology	9
EMT109	Human Anatomy and Physiology for EMT	3
EMT110	Emergency Medical Responder	3
EMT159	Cardiopulmonary Resuscitation: Healthcare Provider	0.5
<b>Engineering</b>		
ENG102IN	Problem-Solving and Engineering Design [SUN# EGR 1102]	3
<b>Fashion Design &amp; Clothing</b>		
FDC110	Apparel Design and Construction I	3
FDC111	Apparel Design and Construction II	3
<b>French</b>		
FRE101	Elementary French I [SUN# FRE 1101]	4
FRE102	Elementary French II [SUN# FRE 1102]	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
FRE201	Intermediate French I [SUN# FRE 2201]	4
FRE202	Intermediate French II [SUN# FRE 2202]	4
<b>Fire Science</b>		
FSC101	Principles of Emergency Services	3
FSC127	Principles of Emergency Services Safety and Survival	3
FSC130	Strength and Fitness for the Fire Service	1
FSC160	Wildland Firefighting	2
FSC173	Records and Reports	0.5
<b>Food Science &amp; Nutrition</b>		
FSN127IN	Human Nutrition and Biology	4
FSN154	Nutrition	3
<b>Fitness &amp; Sports Sciences</b>		
FSS147	Health Coach Professional	3
FSS149	Health, Wellness, and Physical Activity	3
FSS218	Strength Training: Applied Principles and Techniques	3
FSS234	Fundamentals of Exercise Science	4
FSS238	Introduction to Sports Injury Management	3
FSS241	Nutrition for Exercise and Sport	3
FSS276	Exercise Testing and Prescription	3
FSS291	Fitness and Sport Sciences Internship	3
<b>German</b>		
GER101	Elementary German I [SUN# GER 1101]	4
GER102	Elementary German II [SUN# GER 1102]	4
GER201	Intermediate German I [SUN# GER 2201]	4
GER202	Intermediate German II [SUN# GER 2202]	4
<b>Geology</b>		
GLG101IN	Physical Geology [SUN# GLG 1101]	4
<b>General Technology Mathematics</b>		
GTM105	Applied Technical Mathematics	3
<b>Health Care</b>		
HCA103	Orientation to Pharmacology	3
HCA119	Orientation to Human Anatomy and Physiology	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
<b>History</b>		
HIS101	Introduction to Western Civilization I	3
HIS102	Introduction to Western Civilization II	3
HIS141	History of the United States I [SUN# HIS 1131]	3
HIS142	History of the United States II [SUN# HIS 1132]	3
HIS160	Latin America Before Independence	3
HIS161	Modern Latin America	3
HIS240	Medieval History	3
HIS280	History of the World Wars	3
<b>Health Information Technology</b>		
HIT100	Introduction to Health Information Management	3
HIT105	Medical Terminology	3
HIT108	Health Information Employment Policies	1
HIT150	Introduction to Health Management Information Systems	3
<b>Hotel and Restaurant Management</b>		
HRM100	Introduction to the Hospitality Industry	3
<b>Health Related Professions</b>		
HRP100	Success in Health Professions	1
<b>Humanities</b>		
HUM131	Mythology	3
HUM260	Intercultural Perspectives	3
<b>Journalism</b>		
JRN102	Survey of Media Communications [SUN# JRN 2201]	3
<b>Korean</b>		
KOR101	Elementary Korean I	4
KOR102	Elementary Korean II	4
<b>Library and Information Sciences</b>		
LIS150	Social Media and Ourselves	3
<b>Literature</b>		
LIT289	Literature and Film	3
<b>Machine Tool Technology</b>		
MAC100	Introduction to Machine Tool	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
MAC110	Manual Machine Shop	4
MAC125	Inspection Quality Assurance	4
MAC130	Machine Setup and Fixture Making	3
MAC150	Computer Numerical Control (CNC) Mill Programming I	4
MAC155	Computer Numerical Control (CNC) Mill Programming II	4
MAC160	Computer Numerical Control (CNC) Lathe Programming	4
MAC257	Computer-Aided Machining CAM I	4
MAC258	Computer Aided Machining (CAM) II	4
MAC259	Computer Aided Machining (CAM) III	4
MAC275	Applied Metallurgy	4
<b>Medical Assistant</b>		
MDA120	Medical Assistant Profession	2
MDA121	Medical Assistant Skills for Success	2
MDA122	Medical Assistant Clinical Care	2
MDA123	Medical Assistant Clinical Procedures	3
MDA124	Medical Terminology for Medical Professionals	3
MDA125	Orientation to ICD-10-CM and CPT Coding	3
MDA127	Administrative Procedures for Medical Assistants	3
MDA128	Medical Billing and Insurance for Medical Assistants	2
<b>Mexican-American Studies</b>		
MAS165	Mexican American Culture, Community and Identity	3
<b>Mathematics</b>		
MAT142	Topics in College Mathematics [SUN# MAT 1142]	3
MAT142RQ	Topics in College Mathematics	3
MAT151	College Algebra [SUN# MAT 1151]	4
MAT167	Introductory Statistics [SUN# MAT 1160]	3
MAT172	Finite Mathematics	3
MAT187	Precalculus	5
MAT188	Precalculus I [SUN# MAT 1151]	4
MAT189	Precalculus II [SUN# MAT 1187]	3
MAT212	Topics in Calculus [SUN# MAT 2212]	3

<b>Course #</b>	<b>Course Title</b>	<b># of Credits</b>
MAT220	Calculus I [SUN# MAT 2220]	5
MAT231	Calculus II [SUN# MAT 2230]	4
<b>Management</b>		
MGT110	Human Relations in Business and Industry	3
MGT200	Small Business Management/ Entrepreneurship	3
<b>Marketing</b>		
MKT111	Principles of Marketing	3
<b>Music</b>		
MUS100	Guitar I	2
MUS101	Guitar II	2
MUS102	Music Fundamentals	3
MUS151	Exploring Music	3
MUS160	Popular Music in America	3
<b>Nursing Assistant</b>		
NRA101	Nursing Assistant	2
NRA101LC	Nursing Assistant Clinical	1
NRA101LS	Nursing Assistant Skills	1
<b>Physics</b>		
PHY107IN	Everyday Physics: How the World Works	4
PHY121IN	Introductory Physics I [SUN# PHY 1111]	4
PHY122IN	Introductory Physics II [SUN# PHY 1112]	4
<b>Political Science</b>		
POS100	Introduction to Politics	3
<b>Psychology</b>		
PSY101	Introduction to Psychology [SUN# PSY 1101]	3
<b>Religion</b>		
REL119	Judaism, Christianity, and Islam	3
REL220	Old Testament	3
REL221	New Testament	3
<b>Sociology</b>		
SOC101	Introduction to Sociology	3
SOC110	Introduction to Cities and Global Society	3
<b>Spanish</b>		

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
SPA101	Elementary Spanish I [SUN# SPA 1101]	4
SPA102	Elementary Spanish II [SUN# SPA 1102]	4
SPA103	Beginning Spanish for Heritage and Bilingual Learners	4
<b>Social Services</b>		
SSE110	Introduction to Social Welfare	3
<b>Student Success</b>		
STU100	College Success and Career Planning	1
<b>Translation and Interpretation Studies</b>		
TRS101	Introduction to Translation and Interpretation	3
TRS202	Interpretation Techniques	3
<b>Truck Driving Training</b>		
TDT118	Basic Vehicle Operations and Commercial Driver's License Req	5
TDT119	Basic Driving Maneuvers-Class A CDL	3.5
<b>Theater</b>		
THE105	Theater Appreciation [SUN# THE 1100]	3
THE111	Stagecraft	3
THE113	Stagecraft Crew	1
THE125	Theater Production	2
THE149	Introduction to Acting I	3
THE245	Principles of Dramatic Structure [SUN# THE 2220]	3
<b>Therapeutic Massage</b>		
TMA101	Introduction to Massage Therapy	2
<b>Veterinary Technology</b>		
VET100	Introduction to Veterinary Technology	3
<b>Writing</b>		
WRT101	English Composition I [SUN# ENG 1101]	3
WRT101S	English Composition I / Integrated Studio	4
WRT101SE	English Composition I with Second Language Support / Studio	4
WRT102	English Composition II [SUN# ENG 1102]	3
WRT125	Beginning Poetry Writing	3
WRT126	Basics of Short Story Writing	3





KARA M. RILEY  
CHIEF OF POLICE

**2023 Off-Duty Agreement – Effective April 1, 2023**

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

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

1. Proof of a General Liability insurance policy in the amount of two (2) million dollars, making the Town of Oro Valley an “additional insured party” to the policy, which includes all applicable departments.
2. If the Oro Valley Police Department is providing off-duty officers as part of a special event, they are covered under the Certificate of Insurance provided to the Town for the special event.
3. We require a minimum of three (3) business days prior notice for job requests to be staffed and all the required paperwork must be received by the Office of Professional Standards prior to assigning officers to the job. If the Department receives less than three (3) business days’ notice to fill an assignment, officers will receive time and one half of the regular off-duty rate.
4. We require payment to each individual officer. Payment is due at the time of the off-duty employer’s next regular pay period or no later than two (2) weeks past the date of the off-duty job, whichever occurs first.
5. Hourly pay rates are as follows:
  - Officer \$62
  - Sergeant \$67 (if acting in a supervisory capacity)
  - Lieutenant \$72 (if acting in a supervisory capacity)
  - Holiday pay rate for all above Time and one half of regular off-duty rate
  - The following holidays are recognized as eligible for holiday pay rate: New Year’s Eve, New Year’s Day, Civil Rights’ Day, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday rate for the entirety of the shift.
  - As a general rule, one (1) sergeant is required for every five (5) officers assigned.
6. All jobs have a four (4) hour minimum. If cancellation is necessary, notification must be made one (1) business day prior to the job, or a four (4) hour minimum will be charged per officer.
7. At the discretion of the Executive Officer Lieutenant, employers requesting officers to remain at the job more than one (1) hour beyond the scheduled time, will be subject to an increased pay rate of one and one half (1 ½) times the regular rate.
8. In certain situations, marked patrol units may be requested or determined to be necessary for the safety of all the parties. The mileage rate will be billed in accordance to the IRS mileage reimbursement allowance at the time services are rendered, in addition to \$2.50 per hour per vehicle used. You will be informed at the time of agreement what the vehicle costs may be, pending mileage computation.
9. When public safety is a concern, the Chief of police or her designee reserves the right to adjust the staffing and duties of the officers.
10. A 10% administration fee will be added to all invoices.

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

Signature, title and date: \_\_\_\_\_

Print Company Name: \_\_\_\_\_



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

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**DATE OF MEETING: June 13, 2023**

**TITLE: Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants**

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**BACKGROUND:**

The District submitted Building Renewal Grant (BRG) Applications to the Arizona Department of Administration School Facilities Division (SFD) to correct Minimum Adequacy Guideline deficiencies at multiple District locations.

The SFD approved the following BRG Applications with Phase Grant funding to be awarded for each BRG:

- BRG-003679 – Amphitheater USD – Ironwood Ridge HS Weatherization Phase II – IFB 12192022IR
- BRG-003871 – Amphitheater USD – Wilson K-8 School MPR Buildings Roof Replacement Design
- BRG-003945 – Amphitheater USD – Nash Elementary School Roof Assessment
- BRG-003946 – Amphitheater USD – Harelson ES Roof Assessment
- BRG-003948 – Amphitheater USD – Prince Elementary School Weatherization
- BRG-003950 – Amphitheater USD – Cross MS Weatherization Assessment
- BRG-003957 – Amphitheater USD – Prince Elementary School Roof Assessment
- BRG-003947 – Amphitheater USD – Wilson K-8 School Weatherization Assessment
- BRG-004061 – Amphitheater USD – Painted Sky Boiler #2 Replacement
- BRG-004062 – Amphitheater USD – Amphitheater HS South Gym HVAC Conversion
- BRG-004404 – Amphitheater USD – West Wing HVAC Unit Repair (Prince ES)
- BRG-004405 – Amphitheater USD – Classroom A105 Carpet Replacement (IRHS)

The Governing Board is required to approve SFD Terms and Conditions for each BRG to accept the awards.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board accepts the SFD Building Renewal Grants and authorize the Governing Board President to sign the attached Terms and Conditions.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: June 6, 2023

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Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

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

\_\_\_\_\_  
Date

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Date

**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna, M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

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

\_\_\_\_\_  
Date

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Date

**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

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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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

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### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

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

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The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

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The SFD 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.

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- 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 or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

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

\_\_\_\_\_  
Date

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Date

**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

**Deanna M. Day**

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

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

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

**Scott Little**

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

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

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Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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;
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- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

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

\_\_\_\_\_  
Date

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Date

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

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

**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.

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The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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The SFD 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 SFD retains the right to use design documents limited to Site Plan, Exterior Elevations, Floor Plans, models, photographs, and renderings for the following, restricted purposes:

- a) To acknowledge Architects and their school designs successfully funded by the Board;
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**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 SFD 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 SFD 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 SFD may enter into additional agreements with the District that authorize the District to utilize SFD funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the SFD an agreed upon amount for the expenses incurred in obtaining those investigations, repairs or replacements if, upon the completion of the legal action, the District receives damages.

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

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

\_\_\_\_\_  
Date

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Date

**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

---

BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

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

\_\_\_\_\_  
Date

**Deanna, M. Day**  
\_\_\_\_\_  
Name (printed/typed)

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

\_\_\_\_\_  
Superintendent (signature)  
**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District:

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School:

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BRG Project Number:

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Project Title:

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

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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

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**BRG Project Number:** \_\_\_\_\_

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

**Deanna M. Day**

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

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

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

**Scott Little**

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

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District: Amphitheater Unified District

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School: Winifred Harelson Elementary School

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BRG Project Number: BRG-003946

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Project Title: Amphitheater USD - Harelson ES Roof Assessment

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number: BRG-003946**

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

**Deanna M. Day**  
\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Date

**Amphitheater Unified District**  
\_\_\_\_\_  
School District

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

**Todd A. Jaeger, J.D.**  
\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Date

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

**Scott Little**  
\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District: Amphitheater Unified District

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School: L M Prince School

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BRG Project Number: BRG-003948

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Project Title: Amphitheater USD - Prince Elementary School Weatherization

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

- a. The amounts received from the Fund;
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- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number: BRG-003948**

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

Deanna M. Day

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

\_\_\_\_\_  
Date

Amphitheater Unified District

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

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

Todd A. Jaeger, J. D.

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

\_\_\_\_\_  
Date

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

Scott Little

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

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District: Amphitheater Unified District

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School: L M Prince School

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BRG Project Number: BRG-004404

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Project Title: West Wing HVAC Unit Repair

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

**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.

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**22. FLOW-DOWN REQUIREMENTS**

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**BRG Project Number: BRG-004404**

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

Deanna M. Day

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

\_\_\_\_\_  
Date

Amphitheater Unified District

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

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

Todd A. Jaeger, J. D.

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

\_\_\_\_\_  
Date

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

Scott Little

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

\_\_\_\_\_  
Date

# SCHOOL FACILITIES DIVISION

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, April 5, 2023

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

School District: Amphitheater Unified District

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School: Ironwood Ridge High School

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BRG Project Number: BRG-004405

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Project Title: Classroom A105 Carpet Replacement

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### 1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the School Facilities Division (SFD, or "Division") 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 found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. 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, A.A.C. Title 7 section R7-1-101, 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 or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

### **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:

- 3.1. 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;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. 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;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

#### **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 SFD as necessary to perform its duties. The District will cooperate with the SFD 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 or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

The District shall notify the DSF if any unforeseen conditions arise during project implementation. The SFD 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 SFD. 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.I.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 SFD 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 or phase grant with additional funds, the District shall provide to the SFD an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the funding source and the amount being committed in each project or phase grant.

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 ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

### 3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

### 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 proportionally according to the original cost sharing.

#### **4. REPORTING REQUIREMENTS**

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. 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 SFD 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 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

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 and each phase grant;
- d. The share of the total cost provided from other sources;
- e. A list of all change orders that were approved and denied for each phase grant.

#### **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 or phase grant, 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. APPEALABLE AGENCY ACTION**

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

## **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 - SFD, the District shall be paid for all allowable costs incurred prior to the date of termination, and the cost determined appropriate by the SFD to de-mobilize the contractor from the work site, if applicable.

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

tier to the extent necessary to ensure compliance with the requirements.

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number: BRG-004405**

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

Deanna M. Day

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

\_\_\_\_\_  
Date

Amphitheater Unified District

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

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

Todd A. Jaeger, J.D.

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

\_\_\_\_\_  
Date

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

Scott Little

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

\_\_\_\_\_  
Date



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

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**DATE OF MEETING:**      **June 13, 2023**

**TITLE:**            **Presentation on K-12 Core Content and Program Curriculum Work**

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**BACKGROUND:**

The Office of Learning and Instruction recognizes the importance of providing all students equitable access to a guaranteed and viable curriculum. To obtain that goal, we must guarantee that students can access District identified essential learning outcomes, or grade-level content standards, regardless of what teacher they are assigned to.

A viable curriculum includes a well-articulated set of knowledge and skills that every child should learn in the instructional time allocated. This set of knowledge and skills is most always aligned to state content standards, is appropriate for the students' age and development and should afford opportunities to extend learning beyond grade level expectations when mastery is reached. This is a necessary goal and one that is worthy of the investment of time and resources it takes to accomplish it. These efforts would not yield success without the voice of those who are closest to the classroom learning environment.

Throughout the 2022-2023 school year, K-12 Coordinators (Heidi Radtke-ELA, Math-Polly Kimminau, Science-Pam Vandivort and Social Studies-Elizabeth Jacome) have worked in collaboration with Amphi teachers to create K-12 curricular resources, to develop measurable criteria for determining mastery of grade-level standards, and to provide ongoing support through two-way communication to ensure consistent implementation throughout Amphitheater School District. These resources benefit teachers because they provide a clear picture of what must be accomplished within an academic year, and they provide students with continuity in their learning both horizontally (across schools and within a grade level), and horizontally (across the K-12 grade band). This continuity is key to ensuring students' academic success and readiness for college and/or the career of their choice.

The collaborative efforts of our Coordinators and our Amphitheater teaching staff have yielded significant progress in a short amount of time. The upcoming presentation will provide a clear understanding of what this on-going work entails and how it reflects our values for equity, rigor and relevance in all Amphitheater schools.

As we began a new school year in August of 2022 our team in the Office of Learning and Instruction finalized a multi-year plan to strengthen Tier 1 instruction. Tier 1 instruction includes the grade appropriate learning that is accessible to all students. Best practices in teaching and learning have shown us that a strong core of instruction provides the foundation students need to engage in rigorous tasks, allow students to apply their knowledge to real world situations, and open opportunities to accelerate their learning based on their individual strengths and interests. Coordinators for all major content areas (English Language Arts, Math, Science and Social Studies) took on this commitment while partnering with Program Coordinators (REACH-Vanessa Hill, ELD-Shannon Langley), and Student Services Department to ensure a strong system of support for all learners in Amphitheater schools.

**English Language Arts (ELA)**

During the COVID-19 Pandemic, Amphitheater School District adopted, purchased and implemented a comprehensive ELA curriculum for grades K-12. HMH Into Reading (K-5) and Into Literature (6-

8) are fully aligned to the AZ Academic Standards and reflect the rigor and instructional shifts associated with the standards (ex: balance of informational and literary text, opportunities for close reading and analysis of text, rigorous writing tasks aligned with rich texts); however, in spite of the quality of the adopted curriculum, implementation during the pandemic posed challenges that were more complex than a standard implementation might present. Once those challenges were eliminated, a second and more focused implementation effort was needed.

### **Elementary ELA:**

Heidi Radtke, ELA Coordinator, brought together teachers from all elementary schools to support the implementation efforts. These committees included elementary teachers representing every grade (K-5) and every school met over the course of the year to develop Tier 1 instructional resources that included the following:

- Instructional time for English Language Arts (including reading and writing) is established for every school as a minimum of 90 minutes per day, with many schools extending that instructional time to 120 minutes where possible. A literacy framework was adapted from HMH Into Reading to assist teachers in planning for those minutes to adequately address each section of the state standards (reading foundational skills, text analysis, vocabulary development, comprehension, writing). This framework is not intended to dictate the instructional model to teachers, but rather provide a big picture view of how to ensure every instructional minute is leveraged for effective instruction, which supports the viability of our curriculum and ensures time for personalized, and targeted learning (see exhibit A).
- Teachers began the curriculum work by taking a deep dive into the K-5 AZ Academic Standards for ELA. They studied the vertical alignment (across the K-12 grade band) and developed an understanding of the continuity across the standards. Next, they selected priority standards that must have a heavy focus to ensure students gain proficiency each year and are ready to be successful in the next grade level. These standards must meet the criteria of readiness (provides essential knowledge for next grade), leverage (cross curricular application, interdisciplinary connection), and endurance (concepts and skills that last over time, see exhibit B).
- Scope and Sequence documents provide a road map of essential learning for every grade level. References to state standards and curriculum-based resources are embedded in the document for every module/unit (see exhibit C).
- Formative assessments were identified to provide teachers with tools that accurately measured students' progress toward mastery of our state standards. These included curriculum-based measures (assessments aligned with our curriculum) that are easily accessible and administered as part of routine instruction. Teachers now have access to formative data that can be used to personalize instruction to meet the diverse needs of students across our school system.
- Report card rubrics were developed to support standards-based grading practices for all students in grades K-5. These rubrics take into account the progression of skills that students develop across the course of the academic year. Each quarter, teachers are provided clear descriptors of "proficiency" toward mastery of state-standards and are provided with explicit information that can be shared with parents (see exhibit D).
- While supporting the implementation of our adopted ELA curriculum, Heidi Radtke also supported implementation of Foundations, and Wilson Reading Systems as our supplemental curriculum for early reading acquisition. We use Foundations to support our Tier 1 reading foundational skills instruction in grades K-2 because it is evidence-based and aligned with the science of reading. The Science of Reading is a comprehensive body of research that helps us understand how the brain learns to read and how to deliver effective instruction for reading and writing. It is also aligned with guidance from the International Dyslexia Association (IDA) and addresses the explicit and systematic instructional needs of students who display characteristics

of dyslexia. To support a strong implementation across Amphitheater schools, Ms. Radtke has coordinated facilitator training that will build our capacity to train teachers with resources from within our own district. By August of 2023, Amphitheater School District will have Foundations trainers for grades K, 1 and 2 as well as 2 certified trainers for Wilson Reading Systems which is the supplemental curriculum for students receiving special education services.

### **Secondary ELA:**

- The team in the Office of Learning and Instruction, drafted a 5-year plan that supports standards-based teaching and grading, consistent implementation of the adopted curriculum, common formative assessment that drives evidence-based instruction, and personalized competency-based learning. Department Heads from the 4 major contents (ELA, Math, Science, Social Studies) at every middle and high school met throughout the year to work toward the goals for year 1. They will continue to meet and communicate back to their colleagues about the progress toward the annual goals of this team.
  - Year 1 Goal: Establish a strong understanding of the grade 6-12 AZ Academic Standards, including the instructional shifts, and strategies that support rigor, relevance and promote college and career readiness. Identification of priority standards (those that require the most time and attention, are high leverage and allow crossover to other contents and interdisciplinary connections and include concepts that endure over time, see exhibit E). Develop scope and sequence documents that align with AZ Academic Standards, include the essential learning that all students must master by the end of each course, and provide guidance on the key ideas and vocabulary that students must learn to demonstrate proficiency in each subject (see exhibit F). Develop proficiency scales that include clear descriptors of what the progression of learning looks like. These proficiency scales will assist teachers as they transition to standards-referenced grading practices (see exhibit G). The curriculum committee, made up of Department Heads from the major content areas, were very committed to our collective goal and worked diligently to accomplish the assigned tasks. Their collegiality and professionalism were inspirational and was evidence that our collaborative work is necessary. While there is more refinement needed on ELA and Social Studies proficiency scales, a finalized artifact will be available for teachers' planning by August 2023.
  - Year 2 Goal: Professional development on the scope and sequence resources and proficiency scales for all secondary teachers (ELA, Math, Social Studies, Science). Obtain feedback from teachers that will guide refinement of the scope and sequence documents. Development of common formative assessments will provide a wide variety of methods that teachers use to conduct in-process evaluations of student comprehension, learning needs, and academic progress during a specified time of year. Implementing common formative assessments will help teachers identify concepts that students are struggling to understand or have mastered, skills they are having difficulty acquiring, and new skills they are ready to learn so that adjustments can be made to lessons, instructional techniques, and academic support.
  - Year 3 Goal: Professional development and implementation of common formative assessments. Implementation of data study protocols that foster collaborative teaching conversations and drive student achievement toward mastery of content standards. Continued refinement of scope and sequence documents based on teacher feedback, student achievement data, and recent curriculum adoptions.
  - Year 4 Goal: Provide professional learning opportunities to support teachers in developing learning pathways that provide opportunities for personalized competency-based learning.

- Year 5 Goal: Systematic implementation of standards-based instruction, grading and personalized competency-based learning for all students.

**Elementary and Secondary ELA:**

- Beginning Fall of 2022, one teacher from every Amphitheater school (K-12) was identified as a Dyslexia Training Designee (DTD). This on-site support for professional learning is an additional strategy used to increase our district’s capacity for supporting students who demonstrate characteristics of dyslexia. Ms. Radtke facilitated quarterly “turnkey” training for all DTDs that they were able to carry back to their schools to support all teachers across all subjects.

**REACH:**

The REACH Coordinator, Vanessa Hill has partnered with colleagues in the Office of Learning and Instruction to further our commitment to personalized learning and support for gifted students in the Amphitheater School District. Her focus this year has been on implementation of the goals that were established in previous years to bring alignment to the services and opportunities accessible to gifted students. She has also focused on building the capacity of all Amphi teachers to better understand the gifted learner and to integrate effective teaching strategies in the general classroom.

- The elementary cluster model that includes assigning grade level groups of gifted students in the same classroom has been implemented across all Amphitheater elementary schools.
- Middle School Humanities classes are offered to all gifted students in our district. Vanessa will present information about the professional learning and support provided to teachers this year, as well as the curriculum work that those teachers have accomplished.
- Each High School piloted the English Honors 9 course for gifted students. English Honors 10 will be piloted in school year 2023-2024. These courses are a continuation of the preparation offered to gifted students for higher level courses and programs in 10<sup>th</sup> and 11<sup>th</sup> grade. Ms. Hill will present the status of this pilot and the next steps for support moving into the 2023-24 school year.

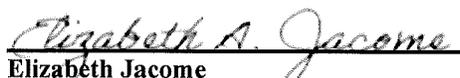
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**RECOMMENDATION:**

This is presented to the Governing Board as an informational item.

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**INITIATED BY:**

  
Elizabeth Jacome  
Director of Curriculum and Assessment

Date: June 6, 2023

  
Todd A. Jaeger, J.D., Superintendent

# Amphitheater Public Schools

## Grades K - 2 ELA Framework

<b>Whole Group Instruction</b> 30 min	<b>Fundations (Grades K-2)</b> <b>Foundational Skills</b> (Phonological Awareness, Phonics, High Frequency Words, and Letter Formation)	
<b>Whole Group Instruction</b> 20-30 min	<b>Intro to Reading Vocabulary and Reading Workshop Lessons</b> <b>Shared Reading</b> (Building Knowledge, Story Structure and Language)	
<b>Targeted Instruction</b> Two Groups 2 x 15 min	<ul style="list-style-type: none"> <li>● Reinforce Foundational Skills             <ul style="list-style-type: none"> <li>○ Read Decodable Text, Make Minutes Count</li> <li>○ English Learner Support</li> <li>○ Aligned Foundational Skills</li> </ul> </li> <li>● Push In or Pull Out Intervention Support</li> </ul>	
<b>Independent and Collaborative Practice</b> (occurs during Small Group)	<b>Students choose</b> one of the following for application of <b>Comprehension, Vocabulary, and Foundational Skills:</b> <ul style="list-style-type: none"> <li>● Independent and Partner Reading</li> <li>● Decodable Text</li> <li>● Letter and Word Work</li> <li>● Response Journal/Printable Reading Log</li> <li>● Reinforcing and Enrichment Literacy Centers</li> </ul>	<b>Required</b> <ul style="list-style-type: none"> <li>● Waterford or iReady: 15-30 minutes per day</li> </ul>
<b>Wrap-Up</b> 5 min	<b>Share Time</b> <ul style="list-style-type: none"> <li>● At the end of the Reading Workshop, review the anchor charts and have students reflect on their learning by sharing how they applied their learning during independent reading and work time.</li> </ul>	
<b>Writing Workshop</b> 30 min	<ul style="list-style-type: none"> <li>● Into Reading Writing or Grammar Mini-lesson (direct instruction)</li> <li>● Independent Writing Time/ Writing Conferences</li> <li>● Students share sections or entire writing pieces based on the mini lesson</li> </ul>	

- All HMH Into Reading print materials are also available in a digital format. A blend of these formats should be used daily throughout the literacy block to best meet the needs of your students.
- During Independent and Collaborative Practice, students should complete all of the options multiple times throughout the module.

\*Schools that have already implemented Fundations at 2nd grade will continue to use this program at the Tier 1 foundational skills curriculum. Implementation for all schools will occur SY23-24

# Amphitheater Public Schools

## Grades 3-5 ELA Framework

<b>Whole Group Instruction</b> 30-40 min	<b>Into Reading Vocabulary and Reading Workshop Lessons</b> <i>Includes Module Launch, Building Knowledge and Language</i>	
<b>Small Group and Individualized Instruction</b> Two Groups 2 x 15 min	<ul style="list-style-type: none"> <li>● Reinforce Reading Skills and Strategies               <ul style="list-style-type: none"> <li>○ Scaffold and Extend</li> <li>○ English Learner Support</li> <li>○ Tabletop Mini-lessons</li> </ul> </li> <li>● Guided Reading</li> <li>● Intervention Support</li> </ul>	
<b>Independent and Collaborative Practice</b> (occurs during Small Group)	<b>Students choose</b> one of the following for application of <b><i>Comprehension and Vocabulary Skills</i></b> : <ul style="list-style-type: none"> <li>● Independent Reading</li> <li>● Reader’s Notebook</li> <li>● Inquiry and Research Project</li> </ul>	<b>Required</b> <ul style="list-style-type: none"> <li>● iReady: 15-30 minutes per day</li> </ul>
<b>Whole Group Instruction</b> 15-30 min	<b>Into Reading Foundation Skills Lessons (designated days)</b> (Concepts of Print, Phonological Awareness, Phonics, Fluency) OR <b>Communication (designated days)</b> (Listening comprehension, Speaking and Listening, Project Research)	
<b>Wrap-Up</b> 5 min	<b>Share Time</b> <ul style="list-style-type: none"> <li>● At the end of the Reading Workshop, review the anchor chart and have children reflect on their learning by sharing how they applied their learning during independent reading and work time.</li> </ul>	
<b>Writing Workshop</b> 30-45 min	<ul style="list-style-type: none"> <li>● Into Reading Writing or Grammar mini-lesson (direct instruction)</li> <li>● Independent Writing Time/ Writing Conferences</li> <li>● Share parts or entire writing pieces based on the mini lesson/progress</li> <li>● Integrate Writable lessons and practice</li> </ul>	

- All HMH Into Reading print materials are also available in a digital format. A blend of these formats should be used daily throughout the literacy block to best meet the needs of your students.
- During Independent and Collaborative Practice, students should complete all of the options multiple times throughout the module.

## *4th Grade ELA*

### *Link to AZ ELA Standards*

Priority Reading Standards for Literature (RL), Informational Text (RI), Foundational (F) and Writing (W)

Supporting Standards that help students achieve mastery of the Priority Standards:  
Literature (RL), Informational Text (RI), Foundational (F), Writing (W)  
Speaking and Listening (SL) and Language (L)

## *Reading Literature Standards (RL)*

**4.RL.10** By the end of the year, proficiently and independently read and comprehend **literature, including stories, dramas, and poetry**, in a text complexity range determined by qualitative and quantitative measures appropriate to grades 4.

<b>Priority Standards</b>	<p><b>4.RL.1</b> Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.</p> <p><b>4.RL.2</b> Determine a theme of a story, drama, or poem from details in the text; summarize the text.</p> <p><b>4.RL.4</b> Determine the meaning of words, phrases, and figurative language found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.</p> <p><b>4.RL.9</b> Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.</p>			
<b>Reading Supporting Standards</b>	<b>4.RL.3</b> Story structure- character, setting, plot/events	<b>4.RL.5</b> Text structure	<b>4.RL.6</b> Compare/Contrast point of view/ author's purpose	<b>4.RL.7</b> Use diverse media to inform or gain information to create context

<b>Reading Supporting Standards</b>	<b>4.RF.3</b> Know and apply phonics-Decoding	<b>4.RF.4</b> Fluency and Accuracy at grade level
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## *Reading Informational (RI) Standards*

**4.RI.10** By the end of the year, proficiently and independently **read and comprehend informational texts**, including history/social studies, science, and technical texts in a text complexity range determined by qualitative and quantitative measures appropriate to grade 4.

<b>Priority Standards</b>	<p><b>4.RI.1</b> Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.</p> <p><b>4.RI.5</b> Describe the overall structure (e.g., chronology, comparison, cause/effect, and problem/solution) of events, ideas, concepts, or information in a text or part of a text.</p> <p><b>4.RI.9</b> Integrate information from two texts on the same topic in order to write or speak about the subject knowledgeably.</p>					
<b>Reading Supporting Standards</b>	<b>4.RI.2</b> Main idea, explain how supported by key details	<b>4.RI.3</b> Explain events based on information in text	<b>4.RI.4</b> Meaning of words in text in 4th grade subject area	<b>4.RI.6</b> First and secondhand account of same event	<b>4.RI.7</b> Media-connect text to visual understanding	<b>4.RI.8</b> Text evidence support with relevant information

<b>Reading Supporting Standards</b>	<p><b>4.RF.3</b> Know and apply phonics-Decoding</p>	<p><b>4.RF.4</b> Fluency and Accuracy at grade level</p>
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## *Writing Standards*

<b>Priority Standards</b>	<p><b>4.W.1</b> Write opinion pieces on topics or texts, supporting a point of view with reasons and information.</p> <p>a. Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer’s purpose.</p> <p>b. Provide reasons that are supported by facts and details.</p> <p>c. Link opinion and reasons using words and phrases (e.g., for instance, in order to, in addition).</p> <p>d. Provide a concluding statement or section related to the opinion presented.</p> <p><b>4.W.2</b> Write informative/explanatory texts to examine a topic and convey ideas and information clearly.</p> <p>a. Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. Link ideas within categories of information using words and phrases (e.g., another, for example, also, because).</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Provide a concluding statement or section related to the information or explanation presented.</p> <p><b>4.W.7</b> Conduct short research projects that build knowledge through investigation of different aspects of a topic.</p>						
<b>Supporting Writing Standards</b>	4.W.3 Narrative Writing	4.W.4 Organization and style appropriate to purpose and audience	4.W.5 Writing Process	4.W.6 Using technology to produce and publish writing	4.W.8 Gather information from multiple credible sources	4.W.9 Use of evidence to support writing	4.W.10 Write for varied periods of time

<b>Writing Supporting Standards</b>	<p>4.WF.1 Neat and legible Handwriting</p>
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## *Speaking and Listening Standards*

<b>Priority Standards</b>	<p><b>4.SL.1</b> Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly.</p> <p>a. Come to discussions prepared having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.</p> <p>b. Follow agreed-upon rules for discussions and carry out assigned roles.</p> <p>c. Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others.</p> <p>d. Review the key ideas expressed and explain their own ideas and understanding based on the discussion.</p> <p><b>4.SL.4</b> Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.</p>			
<b>Supporting Speaking and Listening Standards</b>	<p><b>4.SL.2</b> Evaluate a variety of media</p>	<p><b>4.SL.3</b> Point of View-Evaluate the speaker</p>	<p><b>4.SL.5</b> Visuals to aid in presentation</p>	<p><b>4.SL.6</b> Adapt Speech for Formal vs. Informal</p>

## *Language Standards*

<b>Priority Standards</b>	<p><b>4.L.2</b> Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.</p> <p>a. Use correct capitalization.</p> <p>b. Use commas and quotation marks to mark direct speech and quotations from a text.</p> <p>c. Use a comma before a coordinating conjunction in a compound sentence.</p> <p>d. Spell grade-appropriate words correctly, consulting references as needed.</p> <p><b>4.L.5</b> Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.</p> <p>a. Explain the meaning of simple similes and metaphors (e.g., as pretty as a picture) in context.</p> <p>b. Recognize and explain the meaning of common idioms, adages, and proverbs.</p> <p>c. Demonstrate understanding of words by relating them to their synonyms and antonyms.</p>			
<b>Supporting Language Standards</b>	<p><b>4.L.1</b> Command of conventions of Standard English grammar when speaking and writing</p>	<p><b>4.L.2</b> Command of conventions of Standard English capitalization, punctuation and spelling when writing</p>	<p><b>4.L.3</b> Knowledge of language and conventions when writing, speaking, reading and listening.</p>	<p><b>4.L.6</b> Grade-appropriate academic and domain-specific words and phrases</p>





## Amphitheater 4th Grade Scope and Sequence



### 4th Grade Priority and Supporting Standards

### Amphitheater ELA Instructional Framework

### HMH Instructional Resources

**Bold Standards:** Priority Standards  
Unbolded Standards: Supporting Standards

<b>Module: 1</b>	<b>Suggested Time Frame:</b>
<b>What Makes Us Who We Are?</b> <b>Social Studies Connection: Personal Experiences</b>	4 Weeks

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## Essential Question(s): How do your experiences help shape your identity?

### Reading:

<p><b>Week 1</b>  <u>myBook Texts:</u>            The Story of You - Informational Text <b>RL.1</b>, RI. 2,            Lexile Measure 660L; Slightly Complex T20</p> <p>Flora and Ulysses: The Illuminated Adventures - Fantasy            Lexile 580L; Moderately Complex T21 <b>4.RL.1</b>, RL.7</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Notice and Note - Aha Moment (Anchor Chart: 38)            Central Idea (Anchor Chart 17)4.RL 3            Ask and Answer Questions (AC:1)            How to Have a Discussion (AC:32) <b>4.SL.1</b>            Author's Purpose (AC:28)4RL.6            Text and Graphic Features (AC:16)4.RL.5            Figurative Language (AC: 25) <b>4.L.5, 4RL.4</b></p>
<p><b>Week 2</b>  <u>myBook Texts:</u>            Yes! We Are Latinos - Narrative Poetry 4RL.6            Lexile Measure 770L; Slightly Complex T60            The Year of the Rat - Realistic Fiction <b>4RL.2</b>, 4RL.3            Lexile Measure 680L; Moderately Complex</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Monitor and Clarify (AC:2)4 RL.10            How to Have a Discussion (AC:32) <b>4.SL.1</b>            Elements of Poetry (AC 13)            Point of View (AC:15) 4RL.6            Characters (AC:11)4RL.3</p>
<p><b>Week 3</b>  <u>myBook Texts:</u>            Kitoto the Mighty - Folktale <b>4RL.2</b>, 4RL.5            Lexile Measure 610L; Slightly Complex</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Retell (AC:25) 4.RL.5            Literary Elements (AC:12)4RL.3            Theme (AC:9) <b>4.RL.2</b>            Author's Craft (AC:27)4RL.4            Module Wrap-Up - Compare and Contrast Selections (AC:30) <b>4.RL.6</b></p>

340

### Vocabulary Strategies:

Context Clues 4.RL.4, 4.RI.4  
 Reference Materials  
 See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary (T30-31, 38, 48-49, 62, 70, 80, 98, 106) Generative Vocabulary - Prefixes un, in, im and re (T44-45); Prefixes mis, pre, dis (T84); Suffixes -y, -ly (T110) Instructional Vocabulary (T51), Context Clues (T107)

### Foundational Skills:

Decoding: Closed Syllables and Syllable with Long Vowels - VCE, D-Syllables and Open Syllables (Taught in Foundations k-3 and in AZ k-3 Foundational Standards) 4.RL.3

**Week 1:**

Decoding: Short a and Long a Sounds (T26-28); Encoding/Spelling: Words with Short a and Long a  
 Fluency: Accuracy and Self-Correction (T29) 4.RF.4

**Week 2:**

Decoding: Short and Long e (T66-67) Encoding/Spelling: Words with Short and Long i (T68)  
 Fluency: Reading Rate (T69)

**Week 3:**

Decoding: Short and Long i (T102 ) Encoding/Spelling: Words with Short i and Long i (T104)  
 Fluency: Expression (T105) 4.RL.7

<b>Writing:</b>	
<b>Week 4:</b> Inquiry Research Project <b>4.W.7, 4.SL.4</b> Response Writing at end of MyBook narratives and informational text Performance Task: Expository Essay (Teaching Pal and myBook 92-95) <b>4.W.2, 4.L.2</b>	Writing Workshop: Personal Narrative/Writing Process 4.W.3, 4.W.5, <b>4.L2</b> <b>Focal Text: La Mariposa</b> The Read and Vocabulary The Writing Process
<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> <i>Collaborative Discussion</i> , Vol 1, p. R9 <i>Response Writing</i> , Vol 1, p. R9 <i>Performance Task: Expository Essay</i> , Vol 1, p. R10 <i>Inquiry and Research Project</i> , Vol 1, p. R12	<b>Assessments:</b> Selection Quizzes Weekly Assessments  <b>Week 4:</b> Module Assessment

<b>Module: 2</b>	<b>Suggested Time Frame:</b>
Come to Your Senses Science Connection: The Five Senses	3 Weeks

## Essential Question(s): How do people and animals use their senses to navigate the world?

### Reading:

<p><u>myBook Texts:</u> <i>What Are the Five Senses?</i> 4RI.2 4RI.3 <i>The Science Behind Sight</i> 4RI.2, 4RI.3, <b>4RI.5</b>, 4RI.7</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Central Idea 4RI.2 Summarize 4RI.2 Text and Graphic Features 4RI.7 Text Structure 4RI.5 Content-Area Words</p>
<p><u>myBook Texts:</u> <i>Animal Senses</i> 4 RI.7 <i>Blind Ambition</i> <b>4RL.4</b>, <b>4 RI.5</b>, 4 RI. 4</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Ask and Answer Questions Media Techniques 4 RI.7 Figurative Language 4.RL.4 Text Structure 4. RI. 5</p>
<p><u>myBook Texts:</u> <i>The Game of Silence</i> 4.RL.1, 4.RL.3, 4.RL.7</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Visualize Plot 4.RL.3 Figurative Language 4.RL.4 Author's Craft 4.RL.5</p>

342

### Vocabulary Strategies:

Context Clues  
Reference Materials  
See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary

### Foundational Skills:

Decoding: Short and Long o -- Syllable Division Patterns: VCCV, VCV, VV -- Vowel Sounds /ŭ/, /yoo/, and /oo/  
Spelling: Words with Short and Long o -- Homophones -- Vowel Sounds /ŭ/, /yoo/, and /oo/  
Fluency: Accuracy and Self-Correction -- Reading Rate -- Expression

### Writing:

<p>Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:</p>	<p>Writing Workshop:  Focal Text: The Read and Vocabulary The Writing Process</p>
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## Curriculum Based Assessments:

### Rubrics:

*Collaborative Discussion*, Vol 1, p. R9

*Response Writing*, Vol 1, p. R9

*Performance Task: Expository Writing*, Vol 1, p. R10

*Inquiry and Research Project*, Vol 1, p. R12

### Assessments:

Selection Quizzes: The Science Behind Sight; Animal Senses;

Blind Ambition; The Game of Silence

Weekly Assessments

Module Assessment

<b>Module: 3</b>	<b>Suggested Time Frame:</b>
Rise to the Occasion Social Studies Connection: Challenges	3 Weeks
<b>Essential Question(s):</b> What does it take to meet a challenge?	
<b>Module Priority Standards Resources:</b>	

<b>Reading:</b>	
<p><u>myBook Texts:</u>  <i>Never Give Up</i> 4RI.8  <i>Rent Party Jazz</i> <b>4RL.1</b></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>  Identify Claim <b>4.RL.1</b>  Synthesize  Author's Craft  Plot 4 RL.3  Theme <b>4.RL.2</b></p>
<p><u>myBook Texts:</u>  <i>Hurricanes: A Force of Nature</i> <b>4 RI.1</b>, 4RI.2, 4RI.3, 4 RI.6  <i>Catch Me if You Can</i> 4 RL.2, <b>4 RL.4, 4L.5</b></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>  Visualize  Point of View 4 RI.6  Elements of Drama RL.5  Idioms, Adages, and Proverbs <b>4L.5</b></p>
<p><u>myBook Texts:</u>  <i>My Diary from Here to There</i> 4RL.6, 4 RL.3</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>  Make and Confirm Predictions  Literary Elements 4.RL.3  Point of View 4RL.6  Author's Craft</p>
<b>Vocabulary Strategies:</b>	
<p>Context Clues  Reference Materials  See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary</p>	
<b>Foundational Skills:</b>	
<p>Decoding: Vowel Sounds <b>oo</b> and <b>oo</b> ; Multisyllabic Words with Vowel Sounds <b>oo</b> and <b>oo</b> -- Vowel Sounds /ou/, / ô/; Two Syllable Words with Vowel Sounds -- Vowel + /r/ Sounds /är/, / âr/, /îr/  Spelling: Vowel Sounds <b>oo</b> and <b>oo</b> -- Vowel Sounds /ou/, / ô/ -- Vowel + /r/ Sounds  Fluency: Phrasing -- Intonation -- Reading Rate</p>	
<b>Writing:</b>	
<p>Inquiry Research Project  Response Writing at end of MyBook narratives and informational text  Performance Task:</p>	<p>Writing Workshop:   Focal Text:  The Read and Vocabulary  The Writing Process</p>

<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> <i>Collaborative Discussion</i> , Vol 1, p. R9 <i>Response Writing</i> , Vol 1, p. R9 <i>Performance Task: Opinion Writing</i> , Vol 1, p. R11 <i>Inquiry and Research Project</i> , Vol 1, p. R12	<b>Assessments:</b> Selection Quizzes: Rent Party Jazz; Hurricanes: A Force of Nature; Catch Me If You Can; My Diary from Here to There Weekly Assessments Module Assessment

<b>Module: 4</b>	<b>Suggested Time Frame:</b>
Heroic Feats Social Studies Connection: Goals	3 Weeks
<b>Essential Question(s):</b> What makes someone a hero?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	
<b>Reading:</b>	
<u>myBook Texts:</u> <i>Who's Hero?</i> <i>Prince Charming Misplaces His Bride</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Text and Graphics Features Visualize Point of View Theme
<u>myBook Texts:</u> <i>Smokejumpers to the Rescue!</i> <i>Perseus and the Fall of Medusa</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Synthesize Text Structure Ask and Answer Questions Elements of Drama Figurative Language
<u>myBook Texts:</u> <i>St. Augustine: A Story of America</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Make Inferences Text and Graphic Features Text Structure Author's Purpose

## Vocabulary Strategies:

Context Clues  
 Reference Materials  
 See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary

## Foundational Skills:

Decoding: More Vowel + /r/ Sounds /ûr/, /ôr/ -- Regular and Irregular Plurals -- Recognize Base Words  
 Spelling: More Vowel + /r/ Sounds /ûr /, /ôr/ -- Homophones -- Adding -ed or -ing  
 Fluency: Phrasing -- Intonation - Reading Rate

## Writing:

<p>Inquiry Research Project          LIGHTS, CAMERA, ACTION! Students act out a fairy tale from another culture.          WEEK 1 Brainstorm and Research</p>	<p>Writing Workshop:           Focal Text:          The Read and Vocabulary          The Writing Process</p>
<p>LIGHTS, CAMERA, ACTION! Students act out a fairy tale from another culture.          WEEK 2 Write and Create</p>	<p>Writing Workshop:           Focal Text:          The Read and Vocabulary          The Writing Process</p>
<p>LIGHTS, CAMERA, ACTION! Students act out a fairy tale from another culture.          WEEK 3 Practice and Present</p>	<p>Writing Workshop:           Focal Text:          The Read and Vocabulary          The Writing Process</p>

## Curriculum Based Assessments:

<p><b>Rubrics:</b>  <i>Collaborative Discussion</i>, Vol 1, p. R9  <i>Response Writing</i>, Vol 1, p. R9  <i>Performance Task: Expository Writing</i>, Vol 1, p. R10  <i>Inquiry and Research Project</i>, Vol 1, p. R12</p>	<p><b>Assessments:</b>          Selection Quizzes: Prince Charming Misplaces His Bride; Smokejumpers to the Rescue!; Perseus and the Fall of Medusa; St. Augustine: A Story of America          Weekly Assessments          Module Assessment</p>
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<b>Module: 5</b>	<b>Suggested Time Frame:</b>
Art Everywhere Social Studies Connection: The Arts	3 Weeks
<b>Essential Question(s):</b> How far can your talents take you?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	
<b>Reading:</b>	
<u>myBook Texts:</u> <i>Why Art Centers Matter</i> <i>The Beatles Were Fab (and They Were Funny)</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ideas and Support Ask and Answer Questions Text Structure Figurative Language
<u>myBook Texts:</u> <i>How Can Photos Take Us Back in Time?</i> <i>Let's Dance Around the World</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Monitor and Clarify Central Idea Text Structure Text and Graphic Features
<u>myBook Texts:</u> <i>The Art of Poetry</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Visualize Elements of Poetry Figurative Language Theme
<b>Vocabulary Strategies:</b>	
Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary	
<b>Foundational Skills:</b>	
Decoding: Recognize Base Words; Recognize Base; Words in Multisyllabic Words - Final Long e; Final Long e in Multisyllabic Words -- Recognizing Base Words Spelling: Adding -ed or -ing -- Final Long e -- Changing Final y to i Fluency: Reading Rate -- Phrasing -- Expression	

<b>Writing:</b>	
<p>Inquiry and Research Project A WORK OF ART Students develop an art project and present an argument about why the school should implement it. WEEK 1 Brainstorm and Research</p>	<p>Writing Workshop: Expository Essay Introducing the Focal Text Vocabulary Prewriting I: Preparing to Write Prewriting II: Crafting a Central Idea Prewriting III: Organizing Ideas</p>
<p>Inquiry and Research Project A WORK OF ART Students develop an art project and present an argument about why the school should implement it. WEEK 2 Write and Create</p>	<p>Writing Workshop: Expository Essay Drafting I: Beginning the Draft Drafting II: Integrating Expository Features Drafting III: Completing the Draft Revising I: Connecting Ideas Revising II: Conferencing</p>
<p>Inquiry and Research Project A WORK OF ART Students develop an art project and present an argument about why the school should implement it. WEEK 3 Practice and Present</p>	<p>Writing Workshop: Expository Essay Revising III: Combining Sentences Editing I: Mechanics and Spelling Editing II: Peer Proofreading Publishing Sharing</p>
<b>Curriculum Based Assessments:</b>	
<p><b>Rubrics:</b> <i>Collaborative Discussion</i>, Vol 1, p. R9 <i>Response Writing</i>, Vol 1, p. R9 <i>Performance Task: Opinion Writing</i>, Vol 1, p. R11 <i>Inquiry and Research Project</i>, Vol 1, p. R12</p>	<p><b>Assessments:</b> Selection Quizzes: <i>The Beatles Were Fab (and They Were Funny)</i>; <i>How Can Photos Take Us Back in Time?</i>; <i>Let's Dance Around the World</i>; <i>The Art of Poetry</i> Weekly Assessments Module Assessment</p>

<b>Module: 6</b>	<b>Suggested Time Frame:</b>
<p>Marvels of Nature Science Connection: Earth's Natural Wonders</p>	<p>3 Weeks</p>

<b>Essential Question(s):</b> What makes Earth’s natural wonders exciting and unique?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	
<b>Reading:</b>	
<u>myBook Texts:</u> <i>Seven Natural Wonders</i> <i>Mariana Trench and Exploring Challenger Deep</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Text and Graphic Features Summarize Central Idea Text Structure
<u>myBook Texts:</u> <i>Weird and Wondrous Rocks</i> <i>Nature’s Wonders</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ask and Answer Questions Text Structure Author’s Craft Elements of Poetry
<u>myBook Texts:</u> <i>Grand Canyon: A Trail Through Time</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Make Inferences Ideas and Support Simile and Metaphor Author’s Craft
<b>Vocabulary Strategies:</b>	
Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary	
<b>Foundational Skills:</b>	
Decoding: Words with /k/, /ng/, and /kw/ -- Words with Final /j/ and /s/ -- Prefixes re-, un-, dis- Spelling: Words with /k/, /ng/, and /kw/ -- Words with Final /j/ and /s/ -- Words with Prefixes re-, un-, dis- Fluency: Accuracy and Self-Correction -- Reading Rate -- Intonation	
<b>Writing:</b>	
Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:	Writing Workshop: Narrative Story Focal Text: The Mesmer Menace

	The Read and Vocabulary The Writing Process
<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> <ul style="list-style-type: none"> <li>● <i>Collaborative Discussion</i>, Vol. 1, p. R9</li> <li>● <i>Response Writing</i>, Vol. 1, p. R9</li> <li>● <i>Performance Task: Expository Essay</i>, Vol. 1, p. R10</li> <li>● <i>Inquiry and Research Project</i>, Vol. 1, p. R12</li> </ul>	<b>Assessments:</b> Selection Quizzes: Mariana Trench and Exploring Challenger Deep; Weird and Wondrous Rocks; Nature's Wonders; Grand Canyon: A Trail Through Time Weekly Assessments Module Assessment

<b>Module: 7</b>	<b>Suggested Time Frame:</b>
Tricksters and Tall Tales Social Studies Connection: Traditional Stories	3 Weeks
<b>Essential Question(s):</b> What lessons can you learn from characters in traditional tales?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	

<b>Reading:</b>	
<p><u>myBook Texts:</u>  <i>A Tale of Traditional Tales</i>  <i>Thunder Rose</i></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Central Idea            Retell            Figurative Language            Characters            Adages and Proverbs</p>
<p><u>myBook Texts:</u>  <i>In the Days of King Adobe</i>  <i>A Pair of Tricksters</i></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Make and Confirm Predictions            Theme            Figurative Language            Characters</p>
<p><u>myBook Texts:</u>  <i>Ten Suns: A Chinese Legend</i>  <i>The Ten Suns</i></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u>            Synthesize            Text and Graphic Features            Media Techniques            Literary Elements</p>
<b>Vocabulary Strategies:</b>	
<p>Context Clues            Reference Materials            See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary</p>	
<b>Foundational Skills:</b>	
<p>Decoding: Suffixes -ful, -less, -ness, -ment -- Multisyllabic Words with VCCV Syllable Division Pattern -- Words with VCV Syllable Division Pattern            Spelling: Suffixes -ful, -less, -ness, -ment -- Words with VCCV Pattern and Closed Syllables -- Words with VCV Pattern, Open or Closed Syllables            Fluency: Accuracy and Self-Correction -- Expression -- Reading Rate</p>	
<b>Writing:</b>	
<p>Inquiry Research Project            Response Writing at end of MyBook narratives and informational text            Performance Task:</p>	<p>Writing Workshop:            Narrative Story            Focal Text: The Mesmer Menace            The Read and Vocabulary            The Writing Process</p>

## Curriculum Based Assessments:

### Rubrics:

*Collaborative Discussion*, Vol 1, p. R9

*Response Writing*, Vol 1, p. R9

*Performance Task: Expository Writing*, Vol 1, p. R10

*Inquiry and Research Project*, Vol 1, p. R12

### Assessments:

Selection Quizzes: *Thunder Rose; In the Days of King*

*Adobe; A Pair of Tricksters; Ten Suns: A Chinese*

*Legend; The Ten Suns*

Weekly Assessments

Module Assessment

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<b>Module: 8</b>	<b>Suggested Time Frame:</b>
Food for Thought Science Connection: Nutrition	3 Weeks
<b>Essential Question(s):</b> What can we do to make more healthful choices:	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	
<b>Reading:</b>	
myBook Texts: <i>To Your Health!</i> <i>Eco-Friendly Food</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Text and Graphic Features Monitor and Clarify Author's Purpose Ideas and Support
myBook Texts: <i>Kids Rock Nutrition in the Kitchen</i> <i>Bug Bites</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ask and Answer Questions Media Techniques Central Idea Ideas and Support
myBook Texts: <i>Now You're Cooking!</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Make and Confirm Predictions Text and Graphic Features Idioms Point of View
<b>Vocabulary Strategies:</b>	
Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary	
<b>Foundational Skills:</b>	
Decoding: VCCV and VCV Syllable Division Patterns - Words with the VCCV Syllable Division Pattern -- Words with VCCCV Syllable Division Pattern Spelling: VCCV and VCV Patterns, Open and Closed Syllables -- Words with the VCCV Pattern -- Words with VCCCV Syllable Division Pattern Fluency: Phrasing -- Intonation -- Accuracy and Self-Correction	

<b>Writing:</b>	
Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:	Writing Workshop: Narrative Story Focal Text: The Mesmer Menace The Read and Vocabulary The Writing Process
<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> Collaborative Discussion, Vol 1, p. R9 Response Writing, Vol 1, p. R9 Performance Task: Opinion Writing, Vol 1, p. R11 Inquiry and Research Project, Vol 1, p. R12	<b>Assessments:</b> Selection Quizzes: <i>Eco-Friendly Food; Kids Rock Nutrition in the Kitchen; Bug Bites; Now You're Cooking!</i> Weekly Assessments Module Assessment

<b>Module: 9</b>	<b>Suggested Time Frame:</b>
Global Guardians Science Connection: Conservation	3 Weeks
<b>Essential Question(s):</b> What can people do to care for our planet?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	

<b>Reading:</b>	
<u>myBook Texts:</u> <i>The Eco Guardians!</i> <i>Luz Sees the Light</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ideas and Support Make Inferences Text and Graphic Features Theme Idioms
<u>myBook Texts:</u> <i>On Sea Turtle Patrol and Saving the Kemp's Ridley Sea Turtle</i> <i>How Can We Reduce Household Waste?</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Retell Figurative Language Summarize Text and Graphic Features Ideas and Support
<u>myBook Texts:</u> <i>Seeds of Change</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ask and Answer Questions Author's Craft Literary Elements Text Structure
<b>Vocabulary Strategies:</b>	
Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary	
<b>Foundational Skills:</b>	
Decoding: Words with VV Syllable Division Pattern -- Final Syllable (r-controlled vowel); -- Final Stable Syllables Spelling: Words with VV Syllable Division Pattern -- Final Schwa + /r/ Sound -- Final Schwa + // Sounds Fluency: Expression -- Reading Rate -- Phrasing	
<b>Writing:</b>	
Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:	Writing Workshop: Narrative Story Focal Text: The Mesmer Menace The Read and Vocabulary The Writing Process

<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> <i>Collaborative Discussion</i> , Vol 1, p. R9 <i>Response Writing</i> , Vol 1, p. R9 <i>Performance Task: Opinion Writing</i> , Vol 1, p. R11 <i>Inquiry and Research Project</i> , Vol 1, p. R12	<b>Assessments:</b> Selection Quizzes: <i>Luz Sees the Light; One Sea Turtle Patrol and Saving the Kemp's Ridley Sea Turtle; How Can We Reduce Household Waste?; Seeds of Change</i> Weekly Assessments Module Assessment

<b>Module: 10</b>	<b>Suggested Time Frame:</b>
Communication Nation Social Studies Connection: Communication	3 Weeks
<b>Essential Question(s):</b> What forms can communication take:	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	
<b>Reading:</b>	
<u>myBook Texts:</u> <i>How Technology Has Changed Communication</i> <i>The History of Communication</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Text and Graphic Features Monitor and Clarify Text Structure Central Idea
<u>myBook Texts:</u> <i>A New Language—Invented by Kids!</i> <i>Dolphin Dinner</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Ask and Answer Questions Text Structure Central Idea Media Techniques
<u>myBook Texts:</u> <i>Cooper's Lesson</i>	<u>Skills and Strategies that focus and scaffold learning:</u> Make Inferences Plot Point of View Author's Craft

<b>Vocabulary Strategies:</b>	
Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary	
<b>Foundational Skills:</b>	
Decoding: Multisyllabic Words -- Words with Silent Consonants -- Decoding Unusual Spelling Patterns; Decoding Unusual Spelling Patterns: Multisyllabic Words Spelling: Three-Syllable Words -- Words with Silent Consonants -- Prefixes Fluency: Intonation -- Accuracy and Self-Correction -- Reading Rate	
<b>Writing:</b>	
Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:	Writing Workshop: Narrative Story Focal Text: The Mesmer Menace The Read and Vocabulary The Writing Process
<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b> <i>Collaborative Discussion</i> , Vol 1, p. R9 <i>Response Writing</i> , Vol 1, p. R9 <i>Performance Task: Expository Writing</i> , Vol 1, p. R10 <i>Inquiry and Research Project</i> , Vol 1, p. R12	<b>Assessments:</b> Selection Quizzes: <i>The History of Communication; A New Language—Invented by Kids!; Dolphin Dinner; Cooper’s Lesson</i> Weekly Assessments Module Assessment
<b>Module: 11</b>	<b>Suggested Time Frame:</b>
Genre Study: Nonfiction	3 Weeks

**Essential Question(s):**

Week 1: What are the characteristics of informational text?  
Week 2: What are the characteristics of biography?  
Week 3: What are the characteristics of argumentative text?

**Module Priority Standards Resources:**

Heidi will Add

**Reading:**

myBook Texts:  
*The Science Behind Sight*

Skills and Strategies that focus and scaffold learning:  
Informational Text  
Central Idea  
Text and Graphic Features  
Text Structure  
Review Genre Characteristics

myBook Texts:  
*The Beatles Were Fab (and They Were Funny)*

Skills and Strategies that focus and scaffold learning:  
Biography  
Ideas and Support  
Text Structure  
Author’s Craft  
Review Genre Characteristics

myBook Texts:  
*Eco-Friendly Food*

Skills and Strategies that focus and scaffold learning:  
Argumentative Text  
Ideas and Support  
Text and Graphic Features  
Author’s Purpose  
Review Genre Characteristics

**Vocabulary Strategies:**

Context Clues  
Reference Materials  
See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary

<b>Foundational Skills:</b>	
Decoding: Homophones: Using Context to Determine Meaning -- Recognize Base Words -- Multisyllabic Words with Affixes Spelling: Unusual Spellings -- Review: Adding Inflectional Endings -- Review: Adding Prefixes and Suffixes Fluency: Accuracy and Self-Correction -- Phrasing -- Reading Rate	
<b>Writing:</b>	
Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:	Writing Workshop: Narrative Story Focal Text: The Mesmer Menace The Read and Vocabulary The Writing Process
<b>Curriculum Based Assessments:</b>	
<b>Rubrics:</b>	<b>Assessments:</b> Weekly Assessments Module Assessment

<b>Module: 12</b>	<b>Suggested Time Frame:</b>
Genre Study: Fiction	3 Weeks
<b>Essential Question(s):</b> Week 1: What are the characteristics of realistic fiction? Week 2: What are the characteristics of traditional tales? Week 3: What are the characteristics of historical fiction?	
<b>Module Priority Standards Resources:</b>	
Heidi will Add	

<b>Reading:</b>	
<p><u>myBook Texts:</u> <i>The Year of the Rat</i></p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Realistic Fiction Characters Point of View Plot Review Genre Characteristics</p>
<p><u>myBook Texts:</u> In the Days of King Adobe</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Traditional Tales Literary Elements Theme Figurative Language Review Genre Characteristics</p>
<p><u>myBook Texts:</u> Rent Party Jazz</p>	<p><u>Skills and Strategies that focus and scaffold learning:</u> Historical Fiction Literary Elements Theme Author's Craft Review Genre Characteristics</p>
<b>Vocabulary Strategies:</b>	
<p>Context Clues Reference Materials See HMH Module at a Glance for: Big Idea Words, Critical Vocabulary, Generative Vocabulary</p>	
<b>Foundational Skills:</b>	
<p>Decoding: Review Syllable Division Patterns -- Compound Words; Multisyllabic Compound Words -- Multisyllabic Words Spelling: Review Syllable Division Patterns -- Compound Words -- Review Affixes and Roots, Syllable Division Patterns, and Syllable Types Fluency: Expression -- Intonation -- Phrasing</p>	
<b>Writing:</b>	
<p>Inquiry Research Project Response Writing at end of MyBook narratives and informational text Performance Task:</p>	<p>Writing Workshop: Narrative Story Focal Text: The Mesmer Menace The Read and Vocabulary The Writing Process</p>

## Curriculum Based Assessments:

**Rubrics:**

**Assessments:**

Weekly Assessments  
Module Assessment

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## 4th Grade Report Card

Reading Level	MP1	MP2	MP3	MP4
<b>4.RL.10</b> By the end of the year, proficiently and independently read and comprehend <b>literature, including stories, dramas, and poetry</b> , in a text complexity range determined by qualitative and quantitative measures appropriate to grades 4.				
<b>4.RI.10</b> <b>By the end of the year</b> , proficiently and independently <b>read and comprehend informational texts</b> , including history/social studies, science, and technical texts in a text complexity range determined by qualitative and quantitative measures appropriate to grade 4.				
Reading for Literature and Informational Text	MP1	MP2	MP3	MP4
<b>4.RL.1</b> Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.				
<b>4.RL.2</b> Determines a theme of a story, drama, or poem; summarizes the text.				
<b>4.RL.4</b> Determines the meaning of words, phrases, and figurative language as they are used in a text, including those that allude to significant characters.				
<b>4.RL.9</b> Compares and contrasts similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.				362
<b>4.RI.1</b> Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.				
<b>4.RI.5</b> Describes the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text.				
<b>4.RI.9</b> Integrates information from two texts on the same topic in order to write or speak about the subject knowledgeably				
Writing Standards	MP1	MP2	MP3	MP4
<b>4.W.1</b> Writes opinion pieces on topics or texts, supporting a point of view with reasons and information				
<b>4.W.2</b> Writes informative/explanatory texts to examine a topic and convey ideas and information clearly				
<b>4.L.3</b> Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.				

### KEY

- Mastery Expected**

## Reading Literature

**4.RL.10** By the end of the year, proficiently and independently read and comprehend **literature, including stories, dramas, and poetry**, in a text complexity range determined by qualitative and quantitative measures appropriate to grades 4.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady literature lessons.</p> <p>Independent DRA 50/HMH T</p> <p>Score High Average/High in literature skills on NWEA MAP</p> <p>WCPM 125+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady literature lessons.</p> <p>Independent DRA 50/HMH T</p> <p>Score High Average/High in literature skills on NWEA MAP</p> <p>WCPM 143+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady literature lessons.</p> <p>Independent <b>DRA 60/HMH U</b></p> <p>Score <b>High</b> in literature skills on NWEA MAP</p> <p>WCPM 143+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady literature lessons.</p> <p>Independent DRA 60/HMH U-V <sup>363</sup></p> <p>Score <b>High</b> in literature skills on NWEA MAP</p> <p>WCPM 160+</p>
<b>3</b> Proficient	<p>Engage in 4th grade HMH text, contribute text knowledge in group discussions and demonstrate progress when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady literature lessons.</p> <p><b>Instructional</b> DRA 40/HMH Q</p> <p>Score Average/High Average on NWEA MAP literature skills</p> <p>WCPM 94-124</p>	<p>Engage in 4th grade HMH text, contribute text knowledge in group discussions and demonstrate progress when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady literature lessons.</p> <p><b>Instructional</b> DRA 40/HMH R</p> <p>Score Average/High Average on NWEA MAP literature skills</p> <p>WCPM 120-142</p>	<p><b>Independently read</b> 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate mastery</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady literature lessons.</p> <p><b>Independent</b> DRA 40/HMH S</p> <p>Score <b>High Average/High</b> on NWEA MAP literature skills</p> <p>WCPM 120-142</p>	<p><b>Independently read</b> 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate mastery</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady literature lessons.</p> <p>Independent DRA 40/HMH S</p> <p>Score High Average/High on NWEA MAP literature skills</p> <p>WCPM 133-159</p>

<p><b>2</b> Partially Proficient</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 3rd grade iReady literature lessons.</p> <p><b>Instructional DRA 34/HMH O</b> Independent Lexile 520-820</p> <p>Score Average on NWEA MAP literature skills</p> <p>WCPM 75-93</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 3rd grade iReady literature lessons.</p> <p><b>Instructional DRA 38/HMH P</b> Independent Lexile 520-820</p> <p>Score Average on NWEA MAP literature skills</p> <p>WCPM 95-119</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 3rd grade iReady literature lessons.</p> <p><b>Instructional DRA 38/HMH P</b> Independent Lexile 520-820</p> <p>Score Average on NWEA MAP literature skills</p> <p>WCPM 95-119</p>	<p>With support and scaffolding, engages 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 3rd grade iReady literature lessons.</p> <p><b>Independent DRA 38/HMH P</b> Independent Lexile 520-820</p> <p>Score Average on NWEA MAP literature skills</p> <p>WCPM 105-132 <span style="float: right;">364</span></p>
<p><b>1</b> Minimally Proficient</p>	<p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrate mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>3rd grade or below</b> iReady literature lessons.</p> <p>Instructional DRA 30/HMH N or lower</p> <p>Score Low/Low Average on NWEA MAP literature skills</p> <p>WCPM 60 or lower</p>	<p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>3rd grade or below</b> iReady literature lessons.</p> <p>Instructional DRA 34/HMH O or lower</p> <p>Score Low/Low Average on NWEA MAP literature skills</p> <p>WCPM 71 or lower</p>	<p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>3rd grade or below</b> iReady literature lessons.</p> <p>Instructional DRA 34/HMH O or lower</p> <p>Score Low/Low Average on NWEA MAP literature skills</p> <p>WCPM 71 or lower</p>	<p>With support and scaffolding, inconsistently engages in 4th grade HMH text, share text knowledge in group discussions or demonstrate mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>3rd grade or below</b> iReady literature lessons.</p> <p>Independent 34/HMH O or lower</p> <p>Score Low/Low Average on NWEA MAP literature skills</p> <p>WCPM 83 or lower</p>

This rubric is designed to help teachers identify their students' ability to read and comprehend grade level text. Background knowledge and student interest factor into students' reading ability in a given text, therefore, a reading level can change based on a student's experience and interest in a

subject. Professional judgment throughout the quarter is needed to determine scaffolding needed so students have access and gain mastery of grade level text. See Sarborough's Reading Rope for areas a student may need scaffolding to experience success with text.

WCPM based on Hasbrouck and Tindal Norms, 2017. Lexile Levels taken from HMH Into Reading Text Complexity Correlation Chart.

**Assessments:** DRA, HMH module activities, assessments discussion observations, NWEA MAP Scores (not RIT as that compares students to other students in country), are valuable assessment tools that determine proficiency and mastery.

**4.RI.10** By the end of the year, proficiently and independently read and comprehend informational texts, including history/social studies, science, and technical texts in a text complexity range determined by qualitative and quantitative measures appropriate to grade 4.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<p><b>4</b> Highly Proficient</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady informational text lessons.</p> <p>Independent DRA 50/HMH T</p> <p>Scoring High Average/High on informational skills on NWEA MAP</p> <p>WCPM 125+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady informational text lessons.</p> <p>Independent DRA 50/HMH T</p> <p>Scoring High Average/High on informational skills on NWEA MAP</p> <p>WCPM 143+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady informational text lessons.</p> <p>Independent DRA 60/HMH U</p> <p>Scoring <b>High</b> in literature skills on informational skills on NWEA MAP</p> <p>WCPM 143+</p>	<p>Read above grade level text, share text knowledge in group discussions and demonstrate mastery when completing HMH extension activities and assessments. (Lexile 830L-1010L)</p> <p>Work in, complete and pass 5th grade or higher iReady informational text lessons.</p> <p>Independent DRA 60/HMH U-V <sup>366</sup></p> <p>Scoring <b>High</b> on informational skills on NWEA MAP</p> <p>WCPM 160+</p>
<p><b>3</b> Proficient</p>	<p>Engage in 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate progress</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady informational text lessons.</p> <p><b>Instructional</b> DRA 40/HMH Q</p> <p>Scoring <b>Average/High Average</b> on NWEA MAP informational text skills</p> <p>WCPM 94-124</p>	<p>Engage in 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate progress</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady informational text lessons.</p> <p><b>Instructional</b> DRA 40/HMH R</p> <p>Scoring <b>Average/High Average</b> on NWEA MAP informational text skills</p> <p>WCPM 120-142</p>	<p><b>Independently read</b> 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate mastery</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady informational text lessons.</p> <p><b>Independent</b> DRA 40/HMH S</p> <p>Scoring <b>High</b> on NWEA MAP informational text skills</p> <p>WCPM 120-142</p>	<p><b>Independently read</b> 4th grade HMH text, contribute text knowledge in group discussions and <b>demonstrate mastery</b> when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass 4th grade iReady informational text lessons.</p> <p>Independent DRA 40/HMH S</p> <p>Scoring <b>High</b> on NWEA MAP informational text skills</p> <p>WCPM 133-159</p>

<p><b>2</b> Partially Proficient</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass <b>3rd grade</b> iReady informational lessons.</p> <p><b>Instructional</b> DRA 34/HMH O Independent Lexile 520-820</p> <p>Score Average on NWEA MAP informational skills</p> <p>WCPM 75-93</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass <b>3rd grade</b> iReady informational lessons.</p> <p><b>Instructional</b> DRA 38/HMH P Independent Lexile 520-820</p> <p>Score Average on NWEA MAP informational skills</p> <p>WCPM 95-119</p>	<p>With support and scaffolding, engages in 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass <b>3rd grade</b> iReady informational lessons.</p> <p><b>Instructional</b> DRA 38/HMH P Independent Lexile 520-820</p> <p>Score Average on NWEA MAP informational skills</p> <p>WCPM 95-119</p>	<p>With support and scaffolding, engages 4th grade HMH text, shares text knowledge in group discussions and demonstrates mastery when completing HMH activities and assessments. (Lexile 740L-940L)</p> <p>Work in, complete and pass <b>3rd grade</b> iReady informational lessons.</p> <p><b>Independent</b> DRA 38/HMH P Independent Lexile 520-820</p> <p>Score Average on NWEA MAP informational skills</p> <p>WCPM 105-132</p>
<p><b>1</b> Minimally Proficient</p>	<p>Instructional DRA 30/HMH N or lower</p> <p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>2nd grade or below</b> iReady informational text lessons.</p> <p>Score Low/Low Average on NWEA MAP informational skills</p> <p>WCPM 60 or lower</p>	<p>Instructional DRA 34/HMH O or lower</p> <p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>2nd grade or below</b> iReady informational text lessons.</p> <p>Score Low/Low Average on NWEA MAP informational skills</p> <p>WCPM 71 or lower</p>	<p>Instructional DRA 34/HMH O or lower</p> <p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>2nd grade or below</b> iReady informational text lessons.</p> <p>Score Low/Low Average on NWEA MAP informational skills</p> <p>WCPM 71 or lower</p>	<p>Independent 34/HMH O or lower</p> <p>With support and scaffolding, inconsistently engages in 4th grade HMH text, shares text knowledge in group discussions or demonstrates mastery when completing HMH activities and assessments.</p> <p>Work in, complete and pass <b>2nd grade or below</b> iReady informational text lessons.</p> <p>Score Low/Low Average on NWEA MAP informational skills</p> <p>WCPM 83 or lower</p>

This rubric is designed to help teachers identify their students' ability to read and comprehend grade level text. Background knowledge and student interest factor into students' reading ability in a given text, therefore, a reading level can change based on a student's experience and

interest in a subject. Professional judgment throughout the quarter is needed to determine scaffolding needed so students have access and gain mastery of grade level text. See Sarborough's Reading Rope for areas a student may need scaffolding to experience success with text.

WCPM based on Hasbrouck and Tindal Norms, 2017. Lexile Levels taken from HMH Into Reading Text Complexity Correlation Chart.

**Assessments:** DRA, HMH module activities, assessments discussion observations, NWEA MAP Scores (not RIT as that compares students to other students in country), are valuable assessment tools that determine proficiency and mastery.

Reading Literature				
4.RL.1 Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
4 Highly Proficient	<b>Refers to details</b> and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	<b>Refers to details</b> and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	Quotes accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.	Quotes accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
3 Proficient	Explains what the text says <b>explicitly and draws inferences</b> with limited detail; identifies few key details and examples in the text.	Explains what the text says <b>explicitly and draws inferences</b> with limited detail; identifies few key details and examples in the text.	<b>Refers to details</b> and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	<b>Refers to details</b> and examples in a text when explaining what the text says explicitly and when drawing inferences from the text
2 Partially Proficient	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers	Explains what the text says <b>explicitly and draws inferences</b> with limited detail; identifies few key details and examples in the text.	Explains what the text says <b>explicitly and draws inferences</b> with limited detail; identifies few key details and examples in the text.
1 Minimally Proficient	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers
<p><b>Assessment:</b> Expectation is students must routinely edit their work. Not all work needs to be assessed for proper grammar, but spot checking will promote accountability. All modules in HMH end of story writing response and end of module performance tasks should require student editing and be assessed.</p> <p>AASA Writing Rubric evidence and elaboration score.</p>				

Reading Literature				
4.RL.2 Determine a theme of a story, drama, or poem from details in the text, summarize the text.				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	<b>Determine a theme</b> of a story, drama, or poem from details in the text, <b>summarize</b> the text.	<b>Determine a theme</b> of a story, drama, or poem from details in the text, <b>summarize</b> the text.	Determine a theme of a story, drama, or poem from details in the text, including <b>how characters in a story or drama respond to challenges</b> or how the <b>speaker in a poem reflects upon a topic</b> ; summarizes the text.	Determine a theme of a story, drama, or poem from details in the text, including how <b>characters in a story or drama respond to challenges</b> or how the <b>speaker in a poem reflects upon a topic</b> ; summarizes the text.
<b>3</b> Proficient	<b>Recognize the provided theme</b> of a story, drama, or poem; by determining the <b>key details</b> and text features (author's point of view, mood, figurative language) in the text to support it.	<b>Recognize the provided theme</b> of a story, drama, or poem; by determining the <b>key details</b> in the text to support it.	<b>Determine a theme</b> of a story, drama, or poem from details in the text, summarize the text.	<b>Determine a theme</b> of a story, drama, or poem from details in the text, summarize the text. 370
<b>2</b> Partially Proficient	Recount and paraphrase stories, including <b>fables, folktales, and myths from diverse cultures</b> ; determines the central message, lesson, or moral and <b>explains how it is conveyed through key details in the text.</b>	Recount and paraphrase stories, including <b>fables, folktales, and myths from diverse cultures</b> ; determines the central message, lesson, or moral and <b>explains how it is conveyed through key details in the text.</b>	<b>Recognize the provided theme</b> of a story, drama, or poem; by determining the <b>key details</b> in the text to support it.	<b>Recognize the provided theme</b> of a story, drama, or poem; by determining the <b>key details</b> in the text to support it.
<b>1</b> Minimally Proficient	When given an explicitly stated theme in a story, drama, or poem; identifies no or limited details from the text to support it.	When given an explicitly stated theme in a story, drama, or poem; identifies no or limited details from the text to support it.	Recounts and paraphrases stories, including <b>fables, folktales, and myths from diverse cultures</b> ; determines the central message, lesson, or moral and <b>explains how it is conveyed through key details in the text</b>	Recount and paraphrases stories, including <b>fables, folktales, and myths from diverse cultures</b> ; determines the central message, lesson, or moral and <b>explains how it is conveyed through key details in the text</b>
<b>Assessment:</b> Login to HMH 1) Click on the Discover Tab 2) Click the standards tab on the left hand side 3) Click the view tab next to Arizona Standards 4) Click fourth grade on the left hand side 5) Click the tab for the standard's domain (ex. RL or RI) 6) Click on the tab for the subdomain for your standard (i.e., Key Ideas and Details) 7) Click on the standard you are assessing 8) Go to the instructional purpose drop down menu and click assessment and apply 9) For further filtering go to component drop down menu and select your assessment Use HMH Reader's Theater, Literature, Poems; End of Unit Assessments, Classroom Discussion, HMH Anchor Charts,				

## Reading Literature

**4.RL.4** Determines the meaning of words, phrases, and figurative language found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	<b>Determines the meaning of words, phrases, and figurative language</b> found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.	<b>Determines the meaning of words, phrases, and figurative language</b> found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.	<b>Analyzes the meaning of</b> unfamiliar words and phrases as they are used in a text, including figurative language such as metaphors and similes.	<b>Analyzes the meaning of</b> unfamiliar words and phrases as they are used in a text, including figurative language such as metaphors and similes.
<b>3</b> Proficient	<b>Uses details from the text to understand the general meaning of words, phrases, and figurative language</b> as they are used in a text, recognizing those that allude to significant characters.	<b>Uses details from the text to understand the general meaning of words, phrases, and figurative language</b> as they are used in a text, recognizing those that allude to significant characters.	<b>Determines the meaning of words, phrases, and figurative language</b> found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.	<b>Determines the meaning of words, phrases, and figurative language</b> found in stories, poetry, myths, and traditional literature from different cultures, including those that allude to significant characters.
<b>2</b> Partially Proficient	Determines the meaning of words and phrases as they are used in a text, distinguishing <b>literal from nonliteral language</b>	Determines the meaning of words and phrases as they are used in a text, distinguishing <b>literal from nonliteral language</b>	Uses details from the text to understand the general meaning of words, phrases, and figurative language as they are used in a text, recognizing those that allude to significant characters.	Uses details from the text to understand the general meaning of words, phrases, and figurative language as they are used in a text, recognizing those that allude to significant characters.
<b>1</b> Minimally Proficient	Identifies the meaning of familiar words, phrases, and figurative language as they are used in a text.	Identifies the meaning of familiar words, phrases, and figurative language as they are used in a text.	Determines the meaning of words and phrases as they are used in a text, distinguishing <b>literal from nonliteral language</b>	Determines the meaning of words and phrases as they are used in a text, distinguishing <b>literal from nonliteral language</b>

**Assessment:** HMH Vocabulary cards, activities, assignments and quizzes.

## Informational Text

**4.RL.9** Compare and contrast similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	<b>Compare and contrast</b> similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.	<b>Compare and contrast</b> similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.	<b>Compares and contrasts stories</b> in the <b>same genre</b> on their approaches to similar themes and topics.	<b>Compares and contrasts stories</b> in the <b>same genre</b> on their approaches to similar themes and topics.
<b>3</b> Proficient	<b>Describes similar themes,</b> topics and patterns of events in stories, myths, and traditional literature from different cultures  To determine theme, analyzes: Author’s purpose, word choice, mood, tone, literary devices, figurative language, and character analysis, development and motivation, etc.	<b>Describes similar themes</b> and topics and patterns of events in stories, myths, and traditional literature from different cultures  To determine theme, analyzes: Author’s purpose, word choice, mood, tone, literary devices, figurative language, and character analysis, development and motivation, etc.	<b>Compare and contrast</b> similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.  Compares and contrasts: Author’s purpose, word choice, mood, tone, literary devices, figurative language, and character analysis, development and motivation that determine theme.	<b>Compare and contrast the</b> similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.  Compares and contrasts: Author’s purpose, word choice, mood, tone, literary devices, figurative language, and character analysis, development and motivation that determine theme. 372
<b>2</b> Partially Proficient	<b>With support and scaffolding can</b> describe a similar theme, topic and pattern of events in stories, myths, and traditional literature from different cultures	<b>With support and scaffolding can describe a similar theme,</b> topic and pattern of events in stories, myths, and traditional literature from different cultures	Describes the treatment of similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures	Describes the treatment of similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures
<b>1</b> Minimally Proficient	<b>With support and scaffolding</b> describe a similar theme, topic <b>or</b> pattern of events in stories, myths, and traditional literature from different cultures	<b>With support and scaffolding</b> describe a similar theme, topic <b>or</b> pattern of events in stories, myths, and traditional literature from different cultures	<b>With support and scaffolding can describe similar themes,</b> topics and patterns of events in stories, myths, and traditional literature from different cultures	<b>With support and scaffolding can describe similar themes,</b> topics and patterns of events in stories, myths, and traditional literature from different cultures
<b>Assessment:</b> Use HMH tabletop anchor charts to teach theme and graphic organizers to compare and contrast elements, topics, patterns of events. Compare literature within HMH Modules.				

Informational Text				
4.RI.1 Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
4 Highly Proficient	Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	Quotes accurately from a text when explaining what the text says explicitly and <b>when drawing inferences</b> from the text.	Quotes accurately from a text when explaining what the text says explicitly and <b>when drawing inferences</b> from the text.
3 Proficient	Explains what the text says explicitly and draws inferences with <b>limited detail</b> ; identifies few key details and examples in the text.	Explains what the text says explicitly and draws inferences with <b>limited detail</b> ; identifies few key details and examples in the text.	Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.	Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text. 378
2 Partially Proficient	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers.	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers.	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.
1 Minimally Proficient	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers	Asks and answers questions to demonstrate understanding of a text, <b>referring explicitly (cite)</b> to the text as the basis for answers
<b>Assessment:</b> HMH End of Module Assignments and Assessments, Classroom Discussion				

Informational Text				
4.RI.5 Describe the overall structure (eg. chronology, comparison, cause/effect, and problem/solution) of events, ideas, concepts, or information in a text or part of a text.				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
4 Highly Proficient	<b>Describe</b> the overall structure of events, ideas, concepts, or information in a text or part of a text.	<b>Describe</b> the overall structure of events, ideas, concepts, or information in a text or part of a text.	<b>Compares and contrasts</b> , then analyzes, the overall structure of events, ideas, concepts, or information in two or more texts, including how that structure contributes to the overall meaning.	<b>Compares and contrasts</b> , then analyzes, the overall structure of events, ideas, concepts, or information in two or more texts, including how that structure contributes to the overall meaning.
3 Proficient	<b>Determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.  Identify examples of chronology, comparison, cause/effect, and problem/solution while working in text.	<b>Determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.  Identify examples of chronology, comparison, cause/effect, and problem/solution while working in text.	<b>Describe</b> the overall structure of events, ideas, concepts, or information in a text or part of a text.	<b>Describe</b> the overall structure of events, ideas, concepts, or information in a text or part of a text.  374
2 Partially Proficient	<b>With scaffolding and support, can determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.	<b>With scaffolding and support, can determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.	Determines the overall structure with support of events, ideas, concepts, or information in a text or part of a text.	Determines the overall structure with support of events, ideas, concepts, or information in a text or part of a text.
1 Minimally Proficient	<b>With scaffolding and support, inconsistently</b> identifies the structure of events, ideas, concepts, or information in part of a text	<b>With scaffolding and support, inconsistently</b> identifies the structure of events, ideas, concepts, or information in part of a text	<b>With scaffolding and support, can determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.	<b>With scaffolding and support, can determine</b> the overall structure with support of events, ideas, concepts, or information in a text or part of a text.
<b>Assessment:</b> HMH Activities, Assessments and Anchor Charts				

Informational Text				
4.RI.9 Integrate information from two text on the same topic in order to write or speak about the subject knowledgeably.				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
4 Highly Proficient	<b>Integrate 3-5 pieces of information from two texts</b> on the same topic in order to write or speak about the subject knowledgeably.	<b>Integrate 3-5 pieces of information from two texts</b> on the same topic in order to write or speak about the subject knowledgeably.	Integrates 3-5 pieces of information from <b>several texts</b> on the same topic in order to write or speak about the subject knowledgeably.	Integrates 3-5 pieces of information from <b>several texts</b> on the same topic in order to write or speak about the subject knowledgeably.
3 Proficient	Gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	Gather and integrate 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	<b>Integrate 3-5 pieces of information from two texts</b> on the same topic in order to write or speak about the subject knowledgeably.	<b>Integrate 3-5 pieces of information from two texts</b> on the same topic in order to write or speak about the subject knowledgeably.
2 Partially Proficient	<b>With scaffolding and support,</b> gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	<b>With scaffolding and support,</b> gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	Gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	Gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.
1 Minimally Proficient	<b>With scaffolding and support,</b> gather 2-3 pieces of information from <b>one</b> text to write or speak about the subject.	<b>With scaffolding and support,</b> gather 2-3 pieces of information from one text to write or speak about the subject.	<b>With scaffolding and support,</b> gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.	<b>With scaffolding and support,</b> gather 2-3 pieces of information from two texts on the <b>same topic</b> to write or speak about the subject.
<b>Assessment:</b> Discuss and write about text within HMH modules, Science and Social Studies text.				

## Writing Opinion

**4.W.1** Writes opinion pieces on topics or texts, supporting a point of view with reasons and information.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<p><b>4</b> Highly Proficient</p>	<p>Writes opinion pieces on topics or texts, supporting a point of view with reasons and information:</p> <p>a. introduces a topic or text clearly, states an opinion, and creates an organizational structure in which related ideas are grouped to support the writer's purpose.</p> <p>b. provides reasons that are supported by facts and details.</p> <p>c. links opinion and reasons using words and phrases</p> <p>d. provides a concluding statement or section related to the opinion presented.</p>	<p>Writes opinion pieces on topics or texts, supporting a point of view with reasons and information:</p> <p>a. introduces a topic or text clearly, states an opinion, and creates an organizational structure in which related ideas are grouped to support the writer's purpose.</p> <p>b. provides reasons that are supported by facts and details.</p> <p>c. links opinion and reasons using words and phrases</p> <p>d. provides a concluding statement or section related to the opinion presented.</p>	<p>Writes <b>well-organized</b> opinion pieces on topics or texts, <b>fully supporting a point of view</b> with reasons and information:</p> <p>a. <b>effectively</b> introduces a topic or text clearly, states an opinion, and creates an organizational structure in which <b>related ideas are logically grouped to support the writer's purpose.</b></p> <p>b. provides <b>logically ordered</b> reasons that are supported by facts and details.</p> <p>c. <b>smoothly</b> links opinion and reasons using words and phrases</p> <p>d. provides a <b>relevant and effective concluding statement</b> or section relate</p>	<p>Writes <b>well-organized</b> opinion pieces on topics or texts, <b>fully supporting a point of view</b> with reasons and information:</p> <p>a. effectively introduces a topic or text clearly, states an opinion, and creates an organizational structure in which <b>related ideas are logically grouped to support the writer's purpose.</b></p> <p>b. provides logically ordered reasons that are supported by facts and details.</p> <p>c. smoothly links opinion and reasons using words and phrases</p> <p>d. provides a <b>relevant and effective concluding statement</b> or section relate</p>
<p><b>3</b> Proficient</p>	<p>Writes moderately organized opinion pieces on topics or texts:</p> <p>a. introduces a topic or text by stating an opinion, and generally groups ideas together in a way that supports the writer's purpose.</p> <p>b. provides both relevant and irrelevant facts and details.</p> <p>c. links opinion and reasons using basic transitional words.</p> <p>d. provides a concluding statement.</p>	<p>Writes <b>moderately organized</b> opinion pieces on topics or texts:</p> <p>a. introduces a topic or text by stating an opinion, and generally groups ideas together in a way that supports the writer's purpose.</p> <p>b. <b>provides both relevant and irrelevant</b> facts and details.</p> <p>c. links opinion and reasons using basic transitional words.</p> <p>d. provides a concluding statement.</p>	<p>Writes opinion pieces on topics or texts, <b>supporting a point of view with reasons and information:</b></p> <p>a. introduces a topic or text <b>clearly states</b> an opinion, and <b>creates an organizational structure</b> in which related ideas are grouped to support the writer's purpose.</p> <p>b. provides reasons that are supported by facts and details.</p> <p>c. links opinion and reasons using words and phrases</p>	<p>Writes opinion pieces on topics or texts, supporting a point of view with reasons and information:</p> <p>a. introduces a topic or text clearly, states an opinion, and creates an organizational structure in which related ideas are grouped to support the writer's purpose.</p> <p>b. provides reasons that are supported by facts and details.</p> <p>c. links opinion and reasons using words and phrases</p>

			d. provides a concluding statement or section related to the opinion presented.	d. provides a concluding statement or section related to the opinion presented.
<b>2</b> Partially Proficient	Writes opinion pieces that lack organization and a clear point of view: a. states an opinion but uses an ineffective or inappropriate organizational structure to present ideas. b. provides facts and details that are not relevant to the topic. c. opinion and reasons are not linked with transitions. d. includes an ineffective concluding statement.	Writes opinion pieces that lack organization and a clear point of view: a. states an opinion but uses an ineffective or inappropriate organizational structure to present ideas. b. provides facts and details that are <b>not relevant</b> to the topic. c. opinion and reasons are not linked with transitions. d. includes an ineffective concluding statement.	Writes <b>moderately organized</b> opinion pieces on topics or texts: a. <b>introduces a topic or text by stating</b> an opinion, and generally <b>groups ideas</b> together in a way that supports the writer's purpose. b. provides <b>both relevant and irrelevant facts and details</b> . c. links opinion and reasons using basic transitional words. d. provides a concluding statement.	Writes moderately organized opinion pieces on topics or texts: a. introduces a topic or text by stating an opinion, and generally groups ideas together in a way that supports the writer's purpose. b. provides both relevant and irrelevant facts and details. c. links opinion and reasons using basic transitional words. d. provides a concluding statement.
<b>1</b> Minimally Proficient	Write opinion pieces in which they introduce the topic or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., because, and, also) to connect opinion and reasons, and provide a concluding statement or section.	Write opinion pieces in which they <b>introduce the topic</b> or book they are writing about, state an opinion, supply reasons that support the opinion, use linking words (e.g., because, and, also) to connect opinion and reasons, and provide a concluding statement or section.	Writes opinion pieces that lack organization and a clear point of view: a. states an opinion but uses an ineffective or inappropriate organizational structure to present ideas. b. provides facts and details that are not relevant to the topic. c. opinion and reasons are not linked with transitions. d. includes an ineffective concluding statement.	Writes opinion pieces that lack <sup>377</sup> organization and a clear point of view: a. states an opinion but uses an ineffective or inappropriate organizational structure to present ideas. b. provides facts and details that are not relevant to the topic. c. opinion and reasons are not linked with transitions. d. includes an ineffective concluding statement.
Administer a beginning of year prompt writing assessment. Identify areas of strengths and weaknesses in student writing. Use HMH Writing lessons to provide instruction in areas that students need to develop. Model writing for students using think alouds and student feedback. Expose students to vocabulary and questioning strategies that they can incorporate into their writing throughout the year and subjects. Use rubrics throughout the year to promote discussion, constructive feedback that will drive instruction and develop end of year mastery.				
<b>Assessment:</b> Beginning of year writing assessment, HMH end of module performance tasks and HMH Module 3 and 8 Writing Workshop, and expect structure in journal writing, quick-writes, one-pagers, short response answers, etc. <a href="#">AASA opinion rubric</a>				

## Writing Informative/Explanatory

**4.W.2** Write informative/explanatory text to examine a topic and convey ideas and information clearly.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<p><b>4</b> Highly Proficient</p>	<p>Writes informative/explanatory texts to examine a topic and convey ideas and information clearly: a. introduces a topic clearly and groups related information in paragraphs and sections; includes formatting, illustrations, and multimedia when useful to aid comprehension. b. develops the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. c. links ideas within categories of information using words and phrases. d. uses precise language and domain-specific vocabulary to inform about or explain the topic. e. provides a concluding statement or section related to the information or explanation presented.</p>	<p>Writes informative/explanatory texts to <b>examine</b> a topic and <b>convey ideas</b> and information clearly: a. introduces a topic clearly and groups related information in paragraphs and sections; includes formatting, illustrations, and multimedia when useful to aid comprehension. b. develops the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic. c. links ideas within categories of information using words and phrases. d. uses precise language and domain-specific vocabulary to inform about or explain the topic. e. provides a concluding statement or section related to the information or explanation presented.</p>	<p>Writes informative/explanatory texts to <b>thoroughly examine</b> a topic and <b>convey complex ideas</b> and information clearly <b>with above grade level text</b>: a. clearly and effectively introduces the topic, provides a specific observation and clear focus, and groups related information logically. b. fully develops the topic with relevant facts, definitions, concrete details, quotations. c. smoothly links supported ideas within and across categories of information using purposeful transitional phrases and clauses. d. uses precise language and domain-specific vocabulary efficiently and effectively to inform or explain about the topic. e. provides a relevant and effective concluding statement related to the information or explanation presented</p>	<p>Writes informative/explanatory texts to <b>thoroughly examine</b> a topic and <b>convey complex ideas</b> and information clearly with <b>above grade level text</b> a. clearly and effectively introduces the topic, provides a specific observation and clear focus, and groups related information logically b. fully develops the topic with relevant facts, definitions, concrete details, quotations, or other information and examples related to the topic. c. smoothly links supported ideas within and across categories of information using purposeful transitional phrases and clauses. d. uses precise language and domain-specific vocabulary efficiently and effectively to inform or explain about the topic. e. provides a relevant and effective concluding statement related to the information or explanation presented</p>
<p><b>3</b> Proficient</p>	<p>Writes moderately organized informative/explanatory texts to discuss a topic and convey ideas and information: a. introduces the topic and groups related information logically; includes formatting, illustrations, and multimedia. b. supports the topic with facts, definitions, concrete details,</p>	<p>Writes moderately organized informative/explanatory texts <b>to discuss</b> a topic and convey ideas and information: a. introduces the topic and groups related information logically; includes formatting, illustrations, and multimedia. b. supports the topic with facts, definitions, concrete details,</p>	<p>Write informative/explanatory texts <b>to examine</b> a topic and convey ideas and information clearly <b>with grade level text</b>. a. introduces a topic clearly, provides a general observation and focus, and groups related information logically; includes formatting, illustrations, and</p>	<p>Write informative/explanatory texts to examine a topic and convey ideas and information clearly with grade level text. a. introduces a topic clearly, provides a general observation and focus, and groups related information logically; includes formatting, illustrations, and</p>

	<p>quotations, or other information and examples.</p> <p>c. links ideas within categories of information using simple transitional words or phrases.</p> <p>d. uses domain-specific vocabulary in an attempt to explain the topic. e. provides a concluding statement.</p>	<p>quotations, or other information and examples.</p> <p>c. links ideas within categories of information using simple transitional words or phrases.</p> <p>d. uses domain-specific vocabulary in an attempt to explain the topic. e. provides a concluding statement.</p>	<p>multimedia when useful to aiding comprehension.</p> <p>b. develops the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. links ideas within and across categories of information using words, phrases, and clauses.</p> <p>d. uses precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. provides a concluding statement or section related to the information or explanation presented.</p>	<p>multimedia when useful to aiding comprehension.</p> <p>b. develops the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.</p> <p>c. links ideas within and across categories of information using words, phrases, and clauses</p> <p>d. uses precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. provides a concluding statement or section related to the information or explanation presented.</p>
<p><b>2</b> Partially Proficient</p>	<p>Writes informative/explanatory texts to discuss a topic:</p> <p>a. states the topic and groups information in an illogical or unrelated manner; includes irrelevant or distracting formatting, illustrations, and multimedia.</p> <p>b. provides irrelevant or unreliable facts, definitions, details, quotations, or other information and examples.</p> <p>c. ideas are not clearly or effectively linked.</p> <p>d. uses simple vocabulary when explaining the topic.</p> <p>e. provides an incomplete concluding statement.</p>	<p>Writes informative/explanatory texts to <b>discuss</b> a topic:</p> <p>a. states the topic and <b>groups information</b> in an illogical or unrelated manner; includes irrelevant or distracting formatting, illustrations, and multimedia.</p> <p>b. provides irrelevant or unreliable facts, definitions, details, quotations, or other information and examples.</p> <p>c. ideas are not clearly or effectively linked.</p> <p>d. uses simple vocabulary when explaining the topic. e. provides an incomplete concluding statement.</p>	<p>Writes informative/explanatory texts to discuss a topic.</p> <p>a. <b>introduces</b> the topic and <b>groups related information together</b>, includes illustrations when useful.</p> <p>b. supports the topic with facts, definitions, and concrete details.</p> <p>c. links ideas within categories of information using simple transitional words or phrases.</p> <p>d. uses simple vocabulary when explaining the topic.</p> <p>e. provides a concluding statement.</p>	<p>Writes informative/explanatory texts to discuss a topic.</p> <p>a. introduces the topic and groups related information together, includes illustrations when useful.</p> <p>b. supports the topic with facts, definitions, and concrete details.</p> <p>c. links ideas within categories of information using simple transitional words or phrases.</p> <p>d. uses simple vocabulary when explaining the topic.</p> <p>e. provides a concluding statement.</p>
<p><b>1</b> Minimally Proficient</p>	<p>Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.</p>	<p>Write informative/explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.</p>	<p>Write informative/explanatory texts to discuss a topic: a. states the topic and groups information in an illogical or unrelated manner;</p>	<p>Write informative/explanatory texts to discuss a topic: a. state the topic and groups information in an illogical or unrelated manner; includes</p>

			includes irrelevant or distracting formatting. b. ideas are not clearly or effectively linked. c. provides an incomplete concluding statement.	irrelevant or distracting formatting. b. ideas are not clearly or effectively linked. c. provides an incomplete concluding statement.
<p>Administer a beginning of year prompt writing assessment. Identify areas of strengths and weaknesses in student writing. Use HMH Writing lessons to provide instruction in areas that students need to develop. Model writing for students using think alouds and student feedback. Expose students to vocabulary and questioning strategies that they can incorporate into their writing throughout the year and subjects. Use rubrics throughout the year to promote discussion, constructive feedback that will drive instruction and develop end of year mastery.</p> <p><b>Assessment:</b> Beginning of year writing assessment, HMH end of module performance tasks and HMH Module 3, 8 Writing Workshop, and expect structure in journal writing, quick-writes, one-pagers, short response answers, etc. <a href="#">AASA informative rubric</a></p>				

Sample

## Language Standards

### 4.L.2 Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Use correct capitalization. b. Use <b>commas and quotation marks to mark direct speech and quotations from a text.</b> c. Use a <b>comma before a coordinating conjunction in a compound sentence.</b> d. Spell grade-appropriate words correctly, consulting references as needed.	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Use correct capitalization. b. Use <b>commas and quotation marks to mark direct speech and quotations from a text.</b> c. Use a <b>comma before a coordinating conjunction in a compound sentence.</b> d. Spell grade-appropriate words correctly, consulting references as needed.	Demonstrates command of the conventions of Standard English capitalization, punctuation, and spelling when writing: a. uses punctuation to <b>separate items in a series.</b> b. <b>uses a comma to separate an introductory element from the rest of the sentence.</b> c. <b>uses a comma to set off the words yes and no to set off a tag question</b> from the rest of the sentence, and to indicate direct address. d. uses underlining, <b>quotation marks, or italics to indicate titles of works.</b> e. spells grade-appropriate words correctly, consulting references as needed.	Demonstrates command of the conventions of Standard English capitalization, punctuation, and spelling when writing: a. uses punctuation to separate items in a series. b. uses a comma to separate an introductory element from the rest of the sentence. c. uses a comma to set off the words yes and no , to set off a tag question from the rest of the sentence and to indicate direct address. d. uses underlining, quotation marks, or italics to indicate titles of works. e. spells grade-appropriate words correctly, consulting references as needed.
<b>3</b> Proficient	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Capitalize appropriate words in titles. b. Use commas in addresses. c. Use commas and quotation marks in dialogue. d. Form and use possessives e. Spell grade-appropriate words correctly, consulting references as needed.	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. <b>Capitalize appropriate words in titles.</b> b. Use commas in addresses. c. Use <b>commas and quotation marks in dialogue.</b> d. Form and use possessives e. Spell grade-appropriate words correctly, consulting references as needed.	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Use correct capitalization. b. Use <b>commas and quotation marks to mark direct speech and quotations from a text.</b> c. Use a <b>comma before a coordinating conjunction in a compound sentence.</b> d. Spell grade-appropriate words correctly, consulting references as needed.	Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Use correct capitalization. b. Use commas and quotation marks to mark direct speech and quotations from a text. c. Use a comma before a coordinating conjunction in a compound sentence. d. Spell grade-appropriate words correctly, consulting references as needed.

<p><b>2</b> Partially Proficient</p>	<p>Responses demonstrate a partial command of basic conventions. The response may include various errors in usage and inconsistent use of correct punctuation, capitalization, sentence formation, and spelling</p>	<p>Responses demonstrate a partial command of basic conventions. The response may include the following: various errors in usage and inconsistent use of correct punctuation, capitalization, sentence formation, and spelling</p>	<p>Demonstrate inconsistent command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. <b>Capitalize appropriate words in titles.</b> b. Use commas in addresses. c. Use <b>commas and quotation marks in dialogue.</b> d. Form and use possessives e. Spell grade-appropriate words correctly, consulting references as needed.</p>	<p>Demonstrate inconsistent command of the conventions of Standard English capitalization, punctuation, and spelling when writing. a. Capitalize appropriate words in titles. b. Use commas in addresses. c. Use commas and quotation marks in dialogue. d. Form and use possessives e. Spell grade-appropriate words correctly, consulting references as needed.</p>
<p><b>1</b> Minimally Proficient</p>	<p>The response demonstrates a partial command of basic conventions. The response may include many errors in usage and little to no use of correct punctuation, capitalization, sentence formation, and spelling</p>	<p>The response demonstrates a partial command of basic conventions. The response may include many errors in usage and little to no use of correct punctuation, capitalization, sentence formation, and spelling</p>	<p>The response demonstrates a partial command of basic conventions. The response may include the following: Multiple errors in usage, inconsistent use of correct punctuation, capitalization, sentence formation, and spelling</p>	<p>The response demonstrates a partial command of basic conventions. The response may include the following: Multiple errors in usage, inconsistent use of correct punctuation, capitalization, sentence formation, and spelling</p>
<p><b>Assessment:</b> Proper use of conventions must be an expectation set and reviewed throughout the year. Students must be held accountable. This can be done with peer editing or requiring students to “COPS” their work before turning in assignments - Check for proper Capitalization, Organization, Punctuation and Spelling).</p>				

**Proficiency Scale Key**

***HP - Highly Proficient (self-directed and advanced)***

***P - Proficient (mastery of standard)***

***PP - Partially Proficient (working towards grade level with support)***

***MP - Minimally Proficient (needs guidance and support)***

## *7th Grade ELA*

Priority Reading Standards:

Literature (RL), Informational Text (RI), Writing (W)

Speaking and Listening (SL) and Language (L)

## *7th Grade ELA Reading Literature (RL) Standards*

**7.RL.10** By the end of the year, proficiently and independently read and comprehend literature, including stories, dramas, and poetry, in a text complexity range determined by qualitative and quantitative measures appropriate to grade 7.

<b>Priority Standards</b>	<p>7.RL.2 Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.</p> <p>7.RL.3 Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).</p> <p>7.RL.4 Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.</p>					
<b>Reading Supporting Standards</b>	7.RL.1 Cite evidence - explicit/inference	7.RL.5 Compare/contrast structures	7.RL.6 Character/Narrator development	7.RL.7 Compare/ contrast reading to viewing	No 8.RL8	7.RL.9 Compare/contrast a fictional portrayal to a historical account of the same period

## *7th Grade ELA Reading Informational (RI) Standards*

**7.RI.10** By the end of the year, proficiently and independently read and comprehend informational texts and nonfiction in a text complexity range determined by qualitative and quantitative measures appropriate to grade 7.

<b>Priority Standards</b>	<p>7.RI.1 Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text. <span style="float: right;">385</span></p> <p>7.RI.6 Determine an author’s point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.</p> <p>7.RI.8 Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.</p>					
<b>Reading Supporting Standards</b>	<p>7.RI.2 Determine a central idea; provide objective summary</p>	<p>7.RI.3 Analyze how text makes connections</p>	<p>7.RI.4 Determine word meaning and impact</p>	<p>7.RI.5 Analyze parts/structure and impact on development</p>	<p>7.RI.7 Integrate media</p>	<p>7.RI.9 Compare/contrast author’s presentation</p>

## *7th Grade ELA Writing Standards*

<p><b>Priority Standards</b></p>	<p>7.W.1 Write arguments to support claims with clear reasons and relevant evidence.</p> <p>a. Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically.</p> <p>b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.</p> <p>c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.</p> <p>d. Establish and maintain a formal style.</p> <p>e. Provide a concluding statement or section that follows from and supports the argument presented.</p> <p>7.W.2 Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.</p> <p>c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from and supports the information or explanation presented.</p> <p>7.W.4 Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.</p>						
<p><b>Supporting Writing Standards</b></p>	<p>7.W.3 (Narrative writing)</p>	<p>7.W.5 Plan,revise, edit, rewrite, or try new approach</p>	<p>7.W.6 Use technology to publish, interact, and collaborate</p>	<p>7.W.7 Conduct short research projects</p>	<p>7.W.8 Use relevant info, assess credibility, quote/paraphrase</p>	<p>7.W.9 Use text evidence to reflect, analyze, research</p>	<p>7.W.10 Write routinely over a range of timeframes for a range of purposes</p>

## *7th Grade ELA Speaking & Listening Standards*

<b>Priority Standards</b>	<p>7.SL.1 Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.</p> <p>a. Come to discussions prepared having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.</p> <p>b. Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.</p> <p>c. Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.</p> <p>d. Acknowledge new information expressed by others and, when warranted, modify their own views. <span style="float: right;">387</span></p> <p>7.SL.4 Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, appropriate vocabulary, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.</p>			
<b>Supporting Speaking &amp; Listening Standards</b>	<p>7.SL.2 Analyze the main ideas and supporting details</p>	<p>7.SL.3 Delineate a speaker's argument and specific claims</p>	<p>7.SL.5 Include multimedia components and visual displays</p>	<p>7.SL.6 Adapt speech to a variety of contexts and tasks</p>

## *7th Grade ELA Language Standards*

<p><b>Priority Standards</b></p>	<p>7.L.2 Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.</p> <p>a. Use a comma to separate coordinate adjectives. b. Use correct spelling.</p> <p>7.L.4 Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies.</p> <p>a. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel). b. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase. c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech. d. Verify the preliminary determination of the meaning of a word or phrase.</p> <p>7.L.5 Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.</p> <p>a. Interpret figures of speech (e.g., literary, religious, and mythological allusions) in context. b. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words. c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).</p>		
<p><b>Supporting Language Standards</b></p>	<p style="text-align: center;">7.L.1</p> <p style="text-align: center;">Demonstrate command of conventions of grammar - phrases, clauses, sentence types</p>	<p style="text-align: center;">7.L.3</p> <p style="text-align: center;">Use knowledge of language and its conventions when writing, speaking, reading, or listening</p>	<p style="text-align: center;">7.L.6</p> <p style="text-align: center;">Acquire and use accurately grade level words</p>

# Scope and Sequence: A Pathway to Learning for English Language Arts 7th grade

## Introduction

This scope and sequence is a product of collaborative efforts from secondary department heads and their respective departments and the Office of Learning and Instruction at the Amphitheater district offices. This document aims to provide a framework for each secondary general English course that does the following:

- Prioritizes standards that have a high impact on student learning
- Identifies supporting standards used to teach priority standards
- Creates equity of learning between sites
- Provides an easy to follow framework for personalized learning

Due to the open-ended and broad nature of Arizona’s ELA standards, the team started by reviewing the vertical alignment of standards and evaluating the need for preparation for the next grade level, endurance of concepts and skills, rigor of the standards and if assessed on an external exam, i.e AASA. Using our adopted curriculum, grade level content was reviewed and standards were listed next to curriculum teaching opportunities. Within each unit there are one or more essential questions and identified course work activities that teach specific standards. As the content expert, teachers have the freedom to add to and plan lessons based on student needs around the framework and resources provided in this document.

389

## Overview of ELA Standards

The [Arizona ELA standards](#) focus on five strands: *Reading Informational and Narrative grade level text* with an emphasis on text complexity and the growth of comprehension; *Writing* with a writing-reading connection where students must develop their ideas and support them with evidence from the text; *Speaking and Listening* to promote flexible communication, collaboration, and interpersonal skills; and *Language* which is designed to teach the rules of standard English and develop students understanding and nuances of vocabulary words and phrases.

## Framework for Success

One of the major goals of this scope and sequence is to provide a definitive framework for teachers to design their units around. By emphasizing priority standards, homogenizing *some* key concepts and vocabulary, and providing a topic wide emphasis (essential questions), teachers can then focus on creating rigorous, engaging, and creative units while ensuring what one student is learning at one school will be similar to another student at a different school. This framework does not prescribe activities for each topic or have scripted lessons. Instead, it frees up teachers to focus more on the “how” of teaching instead of the “what”. Each classroom has learners with different needs, so it is of the utmost importance that teachers focus on meeting those learners where they are but still maintain some equity across sites.

## Flexible Document

As teachers work with the document throughout the school year, there will inevitably be feedback for improvements, additions, and/or refinement, and that feedback will be crucial for all parties to continue to make decisions that are focused on student learning. This is a version of a scope and sequence, and may change or evolve to meet the needs of teachers and the district. However, this scope and sequence represents a starting point for future editions and provides a foundation going forward.

The Office of Learning and Instruction extends special gratitude to the Amphitheater educators who were contributing members of this curricular resource development team.

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Cross Middle School - Renee Lustenberger  
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## 7th Grade

# Scope and Sequence/Pathway to Learning



### [Link to Priority and Supporting Standards](#)

**Bold Blue - Priority Standards**

Blue - Supporting Standards

<b>Unit: 1</b>		<b>Suggested Time Frame:</b>
Reality Check		6 weeks - Does not include Reader's Choice tasks
<b>Essential Question(s):</b> What can blur the lines between what is real and what is not?		
<b>Analyze and Apply Text Selections:</b> (10-15 Days)	<b>Student Choice:</b>	<b>Skills and strategies tested on Unit Assessment:</b>
<p><i>Mirror Image</i> (6 days) Short Story by Lena Coakley</p> <p><i>*Resources and Instructional Support: TE pp 4A-4D</i></p>	<p>pp 17 Diary Entry <b>7.W.3</b> News Report <b>7.SL.3</b> Turn a Mirror on Looks <b>7.SL.1</b></p>	<p>Analyze Plot <b>7.RL.3</b> Flashback <b>7.RL.3</b> Analyze Characters <b>7.RL.3</b> Context Clues <b>7.RL.4</b> Suffixes <b>7.L.4.b</b></p>
<p><b>MENTOR TEXT:</b> <i>Not Everything it Seems</i> (4 Days) Article (informational text) by Arnetta Carter</p> <p><i>*Resources and Instructional Support: TE pp 20A-D</i></p>	<p>pp 29 Good or Bad influence? <b>7.W.1.b</b> Informal Debate <b>7.SL.4</b> Make a Meme <b>7.SL.5</b></p>	<p>Determine Author's Purpose <b>7.RI.6</b> Cite Evidence <b>7.RI.1</b> Reference Resources <b>7.L.4.c</b> Correlative Conjunctions <b>7.L.1.b</b></p>
<p><i>Two Legs or One?</i> (3 days) Folktale by Joseph Sherman</p> <p><i>*Resources and Instructional Support: TE pp 32A-D</i></p>	<p>pp 38 Critique the Twists <b>7.W.9.b</b> Retell the Tale <b>7.SL.6</b> Trickster Tales <b>7.W.7</b></p>	<p>Analyze Folktales <b>RL.7.3</b> Analyze Humor <b>RL.7.1</b> Glossary <b>7.L.4c</b> Commas <b>7.L.2.a</b></p>

391

Collaborate and Compare Text Selections: (5-10 Days)	Student Choice:	Skills and Strategies on Unit Assessment:
<p>COMPARE MOODS:</p> <p><i>The Song of Wandering Aengus</i> Poem by W. B. Yeats, pp. 42–49</p> <p><i>El Dorado</i> Poem by Edgar Allan Poe, pp. 50–55 (6 days)</p> <p><i>*Resources and Instructional Support: TE pp 42A-D</i></p>	<p>pp 53 Write a mystery poem <b>7.W.3a,b,d</b></p> <p>Perform a Choral Reading <b>7.SL.6</b></p> <p>Illustrate sketchy moments <b>7.SL.5</b></p>	<p>Analyze rhyme <b>7.RL.5</b></p> <p>Analyze rhyme scheme and mood <b>7.RL.4</b></p> <p>Analyze sound devices and mood <b>7.RL.5</b></p> <p>Compare moods <b>7.RL.4</b></p>
<p>COMPARE VERSIONS:</p> <p><i>from <b>Monster Screenplay</b></i> by Walter Dean Myers, pp. 56–68</p> <p>from <i><b>Monster: A Graphic Novel Graphic Novel</b></i> by Walter Dean Myers, pp. 69–83 (6 days)</p> <p>Resources and Instructional Support: TE pp 50A-D</p> <p>Compare Versions: p. 82-83</p>	<p>pp 79 Write a Character Analysis <b>7.W.9</b></p> <p>Panel discussion <b>7.SL.1, 7.SL.4</b></p> <p>Create a Storyboard <b>7.SL.5</b></p>	<p>Analyze narrator <b>7.RL.6</b></p> <p>Analyze graphic novels <b>7.RL.3</b></p> <p>Compare text formats <b>7.RL.7</b></p> <p>Word origins <b>7.L.4</b></p> <p>Complex sentences <b>7.L.1b</b></p> <p>Subordinating conjunctions <b>7.L.1b</b></p>

## Readers Choice: (Flexible Timeline) Lexiles (grade appropriate reading levels) included

**SHORT READS:** These leveled texts are accessible only in the HMH digital text. Students may choose to access texts visually or auditorily. See page 1C for additional options.

**7.RL.10, 7.RI.10**

Way Too Cool (610L)

Genre: Short Story

Forever New (1030L)

Genre: Informational Text

He-y, Come on Ou-t (840L)

Genre: Short Story

A Priceless Lesson in Humility (930L)

Genre: Personal Essay

**LONG READS (Novel Studies):** Teachers can incorporate Long reads for independent reading, Literature Circles or Guided Reading. See page 1D for additional information. **7.RL.10**

*\*Tip: type a title in the HMH ED search bar to access editable study guides for novels.*

**My Life as an Ice Cream Sandwich**, By Ibi Zoboi

**A Christmas Carol**, By Charles Dickens \*Purchased by District?

**Planet Middle School**, by Niki Grimes

**Monster**, by Walter Dean Myers

**Where the Mountain Meets the Moon**, by Grace Lin

## End of Unit Tasks: (5 days)

393

Write an Informative essay (TE pp 86A-B, 86-91)-- Connect to Mentor Text **7.W.2, 7.W.4**

**Reflect and Extend** (see pp 95):

Write a narrative short story **7.RL.7**

Create a SketchNote **7.W.4**

## Curriculum Based Assessments:

### Assessments:

- Quick Checks
- Assessment Practice
- Analyze the Text Questions
- Choices
- Selection Tests (editable)
- Unit Test (editable)
- Short Read Selection tests\*

- Long Read Study Guides (Daily discussion & comprehension checks, Notice and Note summative responses, and project choices are linked in each HMH Novel Study Guide- *editable PPT and word documents*)\*
- *Level-Up* tutorials and practice tests \*

**\*Additional Assessment options**

## 7th Grade Proficiencies for Priority Standards

### Reading Standards for Literature

**Overarching Standard:**

**7.RL.10** By the end of the year, proficiently and independently read and comprehend literature, including stories, dramas, and poetry, in a text complexity range determined by qualitative and quantitative measures appropriate to grade.

*For more information about text complexity, please see the Arizona ELA Standards' Glossary. An approximate Grades 6-8 complexity measure is 925-1185 Lexile level.*

### Proficiency Scale

395

**Priority Standard:**

**7.RL.2** Determine a theme or central idea of a text and analyze its development over the course of the text; provide an objective summary of the text.

<b>No Evidence of Proficiency 0</b>	
<b>Minimally Proficient 1</b>	Determine the theme or central idea of a text; provide an objective summary of the text.
<b>Partially Proficient 2</b>	Determine the theme or central idea of a text <b>and analyze its development in sections of text</b> ; provide an objective summary of the text.
<b>Proficient 3</b>	Determine the theme or central idea of a text <b>and analyze its development over the course of the text</b> ; provide an objective summary of the text.
<b>Highly Proficient 4</b>	Determine a theme or central idea of a text and analyze its development over the course of the text, <b>including its relationship to the characters, setting, and plot</b> ; provide an objective summary of the text.

## 7th Grade Proficiencies for Priority Standards

<b><i>Priority Standard:</i></b> <b>7.RL.3</b> Analyze how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).	
<b>No Evidence of Proficiency</b> <b>0</b>	
<b>Minimally Proficient</b> <b>1</b>	<b>Identify</b> how particular elements of a story or drama interact (e.g., how setting shapes the characters or plot).
<b>Partially Proficient</b> <b>2</b>	<b>Explain</b> how particular elements of a story or drama interact.
<b>Proficient</b> <b>3</b>	<b>Analyze</b> how particular elements of a story or drama interact.
<b>Highly Proficient</b> <b>4</b>	<b>Evaluate</b> the relationships between particular elements of a story or drama and analyze the impact.

## 7th Grade Proficiencies for Priority Standards

**Priority Standard:**

**7.RL.4** Determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings; analyze the impact of specific word choices on meaning and tone, including rhymes and other repetitions of sounds (e.g., alliteration) on a specific verse or stanza of a poem or section of a story or drama.

<p><b>No Evidence of Proficiency</b> 0</p>	
<p><b>Minimally Proficient</b> 1</p>	<p><b>Identifies</b> the literal or figurative meaning of words and phrases as they are used in a text; <b>identifies</b> rhymes and other repetitions of sounds in a specific verse or stanza of a poem or section of a story or drama.</p>
<p><b>Partially Proficient</b> 2</p>	<p><b>Distinguish</b> between <b>literal, figurative, and connotative</b> meanings of words and phrases as they are used in a text; <b>describe</b> the impact of specific word choices on meaning and tone, including rhymes and other repetitions of sounds in a specific verse or stanza of a poem or section of a story or drama.</p>
<p><b>Proficient</b> 3</p>	<p><b>Determine</b> the meaning of words and phrases as they are used in a text, including <b>figurative and connotative</b> meaning; <b>analyze</b> the impact of specific word choices on meaning and tone, including rhymes and other repetitions of sounds in a specific verse or stanza of a poem or section of a story or drama.</p>
<p><b>Highly Proficient</b> 4</p>	<p><b>Determine</b> the meaning and <b>analyze the impact</b> of words and phrases as they are used in a text, including <b>figurative and connotative</b> meanings, and assesses their effectiveness; <b>analyze</b> and <b>evaluate</b> the impact of specific word choices on meaning and tone, including rhymes and other repetitions of sounds in a specific verse or stanza of a poem or section of a story or drama.</p>

## 7th Grade Proficiencies for Priority Standards

### Reading Standards for Informational Text

**Priority Standard: 7.RI.10** By the end of the year, proficiently and independently read and comprehend informational texts and nonfiction in a text complexity range determined by qualitative and quantitative measures appropriate to grade 7.

*For more information about text complexity, please see the Arizona ELA Standards' Glossary. An approximate Grades 6-8 complexity measure is 925-1185 Lexile level.*

### Proficiency Scale

**Priority Standard:**

**7.RI.1** Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text.

398

<b>No Evidence of Proficiency</b> 0	
<b>Minimally Proficient</b> 1	<b>Refer</b> to the text generally to support analysis of what the text says explicitly.
<b>Partially Proficient</b> 2	<b>Identify some</b> textual evidence that supports analysis of what the text says explicitly.
<b>Proficient</b> 3	<b>Cite several</b> pieces of textual evidence to support analysis of what the text says explicitly <b>as well as inferences drawn from the text.</b>
<b>Highly Proficient</b> 4	<b>Apply numerous</b> , strong pieces of textual evidence in supporting a complex inference or analysis of the text.

## 7th Grade Proficiencies for Priority Standards

<b><i>Priority Standard:</i></b> 7.RI.6 Determine an author’s point of view or purpose in a text and analyze how the author distinguishes his or her position from that of others.	
<b>No Evidence of Proficiency</b> 0	
<b>Minimally Proficient</b> 1	<b>Identify an author’s point of view</b> in a text and what distinguishes his or her position from that of others.
<b>Partially Proficient</b> 2	<b>Identify</b> an author’s point of view or purpose in a text and <b>describe</b> how the author distinguishes his or her position from that of others.
<b>Proficient</b> 3	<b>Determine</b> an author’s point of view or purpose in a text and <b>analyze</b> how the author distinguishes his or her position from that of others.
<b>Highly Proficient</b> 4	<b>Analyze</b> an author’s point of view and purpose in a text; <b>evaluate</b> how effectively the author distinguishes his or her position from that of others to accomplish his or her purpose.

399

<b><i>Priority Standard:</i></b> 7.RI.8 Trace and evaluate the argument and specific claims in a text, assessing whether the reasoning is sound and the evidence is relevant and sufficient to support the claims	
<b>No Evidence of Proficiency</b> 0	
<b>Minimally Proficient</b> 1	<b>Trace</b> the argument and a claim in a text, <b>identify</b> the reasoning and evidence used to support the claim.
<b>Partially Proficient</b> 2	<b>Trace</b> and <b>evaluate</b> the argument and claims in a text, <b>describe</b> the reasoning and evidence used to support the claims.
<b>Proficient</b> 3	<b>Trace</b> and <b>evaluate</b> the argument and specific claims in a text, <b>assess</b> whether the reasoning is sound and the evidence is relevant and sufficient to support the claims.
<b>Highly Proficient</b> 4	<b>Explicate</b> and <b>evaluate</b> the argument and specific claims in a <b>complex text</b> ; cite specific language or examples in the text in an assessment of whether or not the reasoning is sound and the evidence is relevant and sufficient to support the claims.

## 7th Grade Proficiencies for Priority Standards

### Writing Standards

#### Proficiency Scale

**Priority Standard:**

**7.W.1** Write arguments to support claims with clear reasons and relevant evidence.

- a. Introduce claim(s), acknowledge alternate or opposing claims, and organize the reasons and evidence logically.
- b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.
- c. Use words, phrases, and clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.
- d. Establish and maintain a formal style.
- e. Provide a concluding statement or section that follows from and supports the argument presented.

**No Evidence of Proficiency**  
**0**

400

**Minimally Proficient**  
**1**

**Attempts to write arguments that include a claim.** May be supported by text evidence:

- a. Introduce claim(s) and organize the reasons and evidence.
- b. Support claim(s), demonstrating a basic understanding of the topic or text.
- c. Use transitional words to link claim(s), reasons, and evidence
- d. Writes in an informal style.
- e. Provide a concluding statement or section.

**Partially Proficient**  
**2**

**Write arguments to support claims with reasons and evidence.**

- a. Introduce claim(s) and organize the reasons and evidence logically.
- b. Support claim(s) with reasoning and evidence from the text (extratextual evidence may occasionally be present) that demonstrate an understanding of the topic or text.
- c. Use words, phrases, and clauses to link claim(s), reasons, and evidence.
- d. Establish a formal style, but does not consistently maintain it.
- e. Provide a concluding statement or section that follows from the argument presented.

## 7th Grade Proficiencies for Priority Standards

<p><b>Proficient</b> <b>3</b></p>	<p><b>Write arguments to support claims with clear reasons and relevant evidence.</b></p> <ul style="list-style-type: none"><li>a. Introduce claim(s), acknowledge alternate or opposing claims, organize the reasons and evidence logically.</li><li>b. Support claim(s) with logical reasoning and relevant evidence, using accurate, credible sources and demonstrating an understanding of the topic or text.</li><li>c. Use words, phrases, clauses to create cohesion and clarify the relationships among claim(s), reasons, and evidence.</li><li>d. Establish and maintain a formal style.</li><li>e. Provide a concluding statement or section that follows from and supports the argument presented.</li></ul>
<p><b>Highly Proficient</b> <b>4</b></p>	<p><b>Write clear arguments to support claims with logical reasons and relevant evidence.</b></p> <ul style="list-style-type: none"><li>a. Introduce supportable claim(s), acknowledge &amp; evaluate alternate or opposing claim(s), organize reasons and evidence logically.</li><li>b. Support claim(s) with logical reasoning &amp; specific evidence, using accurate, credible sources, demonstrating clear understanding of the topic or text.</li><li>c. Use precise words, phrases, clauses to create cohesive links among major sections of the essay, clarify the relationships among claim(s), reasons, evidence.</li><li>d. Establish &amp; maintain a formal style and an objective tone.</li><li>e. Provide a compelling concluding statement or section including analysis of the evidence to follow &amp; support argument.</li></ul>

## 7th Grade Proficiencies for Priority Standards

**Priority Standard:**

**7.W.2** Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

- a. Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.
- b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information and examples.
- c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.
- d. Use precise language and domain-specific vocabulary to inform about or explain the topic.
- e. Establish and maintain a formal style.
- f. Provide a concluding statement or section that follows from and supports the information or explanation presented

<p><b>No Evidence of Proficiency</b> <b>0</b></p>	
<p><b>Minimally Proficient</b> <b>1</b></p>	<p><b>Attempt to write</b> informative/explanatory text to <b>describe</b> a topic through the selection and organization of content:</p> <ol style="list-style-type: none"> <li>a. Introduce a topic; attempt an organization of ideas, concepts, and information using strategies such as definition, classification, comparison/contrast, and cause/effect.</li> <li>b. Describe the topic with facts, definitions, concrete details, quotations, or other information and examples.</li> <li>c. Use basic transitions to link ideas and concepts.</li> <li>d. Use topic-appropriate language and vocabulary to inform about or describe the topic. e. use an informal style.</li> <li>f. Provides a concluding statement or section.</li> </ol>
<p><b>Partially Proficient</b> <b>2</b></p>	<p><b>Write informative/explanatory texts to explain</b> a topic through the selection and organization of relevant content.</p> <ol style="list-style-type: none"> <li>a. introduce a topic clearly; organizes ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; includes formatting (e.g., headings) and graphics (e.g., charts, tables) when useful to aid comprehension.</li> <li>b. Develop the topic with facts, definitions, concrete details, quotations, or other information and examples.</li> <li>c. Use appropriate transitions to create cohesion.</li> <li>d. Use topic-appropriate language and vocabulary to inform about or explain the topic.</li> <li>e. Establish a formal style, but may not consistently maintain it.</li> <li>f. Provide a concluding statement or section that follows from the information or explanation presented.</li> </ol>

## 7th Grade Proficiencies for Priority Standards

<p><b>Proficient</b> <b>3</b></p>	<p><b>Write informative/explanatory texts to examine</b> a topic and <b>convey ideas</b>, concepts, and information through the selection, organization, and analysis of relevant content.</p> <p>a. Introduce a topic <b>clearly</b>, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful in aiding comprehension.</p> <p>b. Develop the topic with relevant facts, definitions, concrete details, quotations, or other information as examples.</p> <p>c. Use appropriate transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to inform about or explain the topic.</p> <p>e. Establish and maintain a formal style.</p> <p>f. Provide a concluding statement or section that follows from and supports the information or explanation presented.</p>
<p><b>Highly Proficient</b> <b>4</b></p>	<p>Write informative/explanatory texts to <b>examine</b> a topic and convey <b>complex ideas</b>, concepts, and information with a strongly developed focus through the selection, organization, and analysis of relevant content:</p> <p>a. Introduce a topic with a strongly developed focus using appropriate strategies such as definition, classification, comparison/contrast, and cause and effect; includes formal formatting (e.g., headings) and graphics (e.g., charts, tables) to enhance comprehension.</p> <p>b. Develop the topic with analysis of relevant facts, complex ideas, definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.</p> <p>c. Use appropriate and varied transitions to create cohesion and clarify the relationships among ideas and concepts.</p> <p>d. Use precise language and domain-specific vocabulary to manage the complexity of the topic.</p> <p>e. Establishes and maintains a formal style and an objective tone.</p> <p>f. Provides a compelling concluding statement or section that follows from, supports, and extends the information or explanation presented.</p>

## 7th Grade Proficiencies for Priority Standards

**Priority Standard:**

**7.W.4** Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

<b>No Evidence of Proficiency</b> 0	
<b>Minimally Proficient</b> 1	<b>Attempt</b> to produce <b>clear</b> writing in which the development, organization, and style are appropriate to <b>task and purpose</b> .
<b>Partially Proficient</b> 2	Produce <b>clear</b> writing in which the development, organization, and style are appropriate to <b>task and purpose</b> .
<b>Proficient</b> 3	Produce <b>clear and coherent</b> writing in which the development, organization, and style are appropriate to <b>task, purpose, and audience</b> .
<b>Highly Proficient</b> 4	Produce <b>well-developed and cohesive</b> writing in which the development, organization, and style are appropriate to <b>task, purpose, and audience</b> .

# 7th Grade Proficiencies for Priority Standards

## Speaking and Listening Standards

### Proficiency Scale

**Priority Standard:**

- 7.SL.1** Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.
- Come to discussions prepared having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
  - Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.
  - Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.
  - Acknowledge new information expressed by others and, when warranted, modify their own views.

**No Evidence of  
Proficiency  
0**

405

**Minimally  
Proficient  
1**

- Attempt** to engage in discussions (one-on-one, in groups, and teacher-led) on grade 7 topics, texts, and issues, expressing their ideas clearly.
- Come to discussions prepared to engage.
  - Follow rules for discussions.
  - Respond to others' questions and comments with relevant observations.
  - Acknowledge new information expressed by others and, when warranted, modify their own views.

## h Grade Proficiencies for Priority Standards

<p><b>Partially Proficient</b> 2</p>	<p><b>Engage in collaborative discussions</b> (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, expressing their ideas clearly.</p> <ol style="list-style-type: none"> <li>Come to discussions <b>prepared having read or researched</b> material under study</li> <li>Follow rules for discussions and <b>track progress toward specific goals and deadlines.</b></li> <li><b>Respond</b> to others' questions and comments <b>with relevant observations and ideas</b> that bring the discussion back on topic as needed.</li> <li><b>Acknowledge new information</b> expressed by others and, when warranted, modify their own views.,</li> </ol>
<p><b>Proficient</b> 3</p>	<p>Engage <b>effectively</b> in a range of collaborative discussions(one-on-on, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.</p> <ol style="list-style-type: none"> <li><b>Come to discussions prepared</b> having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or to probe the issue.</li> <li>Follow rules for collegial discussions and track progress toward specific goals and deadlines.</li> <li><b>Pose questions that elicit elaboration</b> and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.</li> <li><b>Acknowledge new information</b> expressed by others and, when warranted, modify their own views.</li> </ol>
<p><b>Highly Proficient</b> 4</p>	<p>Engage <b>strongly</b> in a range of collaborative discussions (one-on-one, in groups, and teacher-led) <b>with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.</b></p> <ol style="list-style-type: none"> <li>Come to discussions prepared having read or researched material under study; explicitly draw on that preparation by referring to <b>multiple pieces</b> of evidence on the topic, text, or issue to probe and reflect on ideas under discussion.</li> <li>Follow rules for collegial discussions <b>and decision-making</b>, track progress toward specific goals and deadlines, and <b>define individual roles as needed.</b></li> <li><b>Pose questions that connect the ideas of several speakers</b> and <b>respond to others' questions and comments with relevant evidence, observations, and ideas.</b></li> <li><b>Acknowledge new information expressed by others</b>, and, when warranted, <b>qualify or justify their own views based on the evidence presented.</b></li> </ol>

## High Grade Proficiencies for Priority Standards

<p><b><u>Priority Standard:</u></b>  <b>7.SL.4</b> Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, appropriate vocabulary, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.</p>	
<p style="text-align: center;"><b>No Evidence of Proficiency</b> <b>0</b></p>	
<p style="text-align: center;"><b>Minimally Proficient</b> <b>1</b></p>	Attempt to present claims and findings in a focused manner
<p style="text-align: center;"><b>Partially Proficient</b> <b>2</b></p>	Present claims and findings in a focused, coherent manner <b>with pertinent descriptions, appropriate vocabulary, facts, details, and examples.</b>
<p style="text-align: center;"><b>Proficient</b> <b>3</b></p>	Present claims and findings, emphasizing important points in a focused, coherent manner <b>with pertinent descriptions, appropriate vocabulary, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation.</b>
<p style="text-align: center;"><b>Highly Proficient</b> <b>4</b></p>	Present claims and findings, emphasizing important points in a focused, coherent manner <b>with relevant evidence, sound valid reasoning, and well-chosen details;</b> use appropriate eye contact, adequate volume, and clear pronunciation.

Sample

## 7th Grade Proficiencies for Priority Standards

### Language Standards

#### Proficiency Scale

**Priority Standard:**

**7.L.2** Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.

a. Use a comma to separate coordinate adjectives.

b. Use correct spelling.

<p><b>No Evidence of Proficiency</b> 0</p>	
<p><b>Minimally Proficient</b> 1</p>	<p>Demonstrate <b>basic understanding</b> of the conventions of Standard English capitalization, punctuation, and spelling when writing:            a. <b>Inconsistent</b> use of commas to separate coordinate adjectives.            b. <b>Spells below-grade-level words correctly.</b></p>
<p><b>Partially Proficient</b> 2</p>	<p>Demonstrate <b>understanding</b> of the conventions of Standard English capitalization, punctuation, and spelling when writing: a. <b>uses a comma</b> to separate coordinate adjectives. b. <b>spells most grade-level words correctly.</b></p>
<p><b>Proficient</b> 3</p>	<p>Demonstrate <b>command</b> of the conventions of Standard English capitalization, punctuation, and spelling when writing:            a. Uses a comma to separate coordinate adjectives.            b. <b>Spells grade-level words correctly.</b></p>
<p><b>Highly Proficient</b> 4</p>	<p>Demonstrate <b>correct application and command</b> of the conventions of Standard English capitalization, punctuation, and spelling when writing: a. uses a comma to separate coordinate adjectives. b. <b>spells above-grade-level words correctly.</b></p>

## 7th Grade Proficiencies for Priority Standards

<p><b><u>Priority Standard:</u></b>  <b>7.L.4</b> Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grade 7 reading and content, choosing flexibly from a range of strategies.  a. Use common, grade-appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel).  b. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.  c. Verify the preliminary determination of the meaning of a word or phrase.</p>	
<p><b>No Evidence of Proficiency</b>  <b>0</b></p>	
<p><b>Minimally Proficient</b>  <b>1</b></p>	<p><b>Inconsistently determine or clarify the meaning of unknown and multiple meaning words and phrases, using at least one strategy:</b>  a. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase.  b. Use common, <b>below grade</b> Greek or Latin affixes and roots as clues to the meaning of a word.</p>
<p><b>Partially Proficient</b>  <b>2</b></p>	<p><b>Determine or clarify the meaning of unknown and multiple-meaning words and phrases, using one or more strategies:</b>  a. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase.  b. Use common, <b>grade appropriate</b> Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel).  <b>c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.</b></p>

## 7th Grade Proficiencies for Priority Standards

<p><b>Proficient</b> 3</p>	<p>Determine or clarify the meaning of unknown and multiple-meaning words and phrases, <b>choosing flexibly from a range of strategies:</b></p> <ul style="list-style-type: none"><li>a. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase.</li><li>b. Use common, grade appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel).</li><li>c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.</li></ul>
<p><b>Highly Proficient</b> 4</p>	<p><b>Consistently determine or clarify the meaning of unknown and multiple-meaning words and phrases, choosing flexibly from a range of strategies:</b></p> <ul style="list-style-type: none"><li>a. Use context (e.g., the overall meaning of a sentence or paragraph; a word’s position or function in a sentence) as a clue to the meaning of a word or phrase.</li><li>b. Use common, grade appropriate Greek or Latin affixes and roots as clues to the meaning of a word (e.g., belligerent, bellicose, rebel).</li><li>c. Consult general and specialized reference materials (e.g., dictionaries, glossaries, thesauruses), both print and digital, to find the pronunciation of a word or determine or clarify its precise meaning or its part of speech.</li></ul>

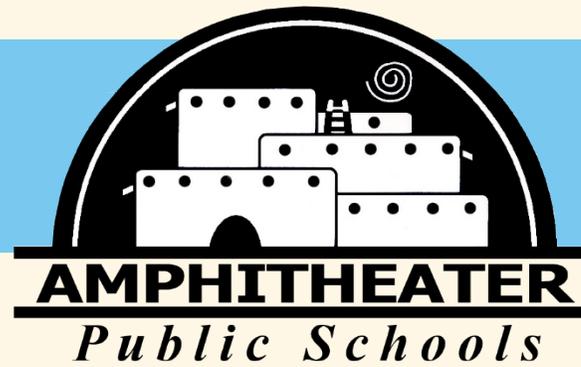
## 7th Grade Proficiencies for Priority Standards

**Priority Standard:**

**7.L.5** Demonstrate understanding of figurative language, word relationships, and nuances in word meanings.

- a. Interpret figures of speech (e.g., literary, religious, and mythological allusions) in context.
- b. Use the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.
- c. Distinguish among the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).

<p><b>No Evidence of Proficiency</b> <b>0</b></p>	
<p><b>Minimally Proficient</b> <b>1</b></p>	<p><b>Inconsistently demonstrates limited understanding of figurative language</b>, word relationships, and nuances in word meanings:</p> <ol style="list-style-type: none"> <li>a. Inconsistently identifies figures of speech (e.g., literary, religious, and mythological allusions) in context.</li> <li>b. Inconsistently identifies the relationship between particular basic words (e.g., synonym/antonym, analogy) to better understand each of the words.</li> <li>c. Inconsistently identifies the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).</li> </ol>
<p><b>Partially Proficient</b> <b>2</b></p>	<p>Demonstrates <b>basic understanding of figurative language</b>, word relationships, and nuances in word meanings: <span style="float: right;">412</span></p> <ol style="list-style-type: none"> <li>a. Identifies figures of speech (e.g., literary, religious, and mythological allusions) in context.</li> <li>b. Identifies the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.</li> <li>c. Identifies the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).</li> </ol>
<p><b>Proficient</b> <b>3</b></p>	<p>Demonstrates <b>understanding of figurative language</b>, word relationships, and nuances in word meanings:</p> <ol style="list-style-type: none"> <li>a. Interprets figures of speech (e.g., literary, religious, and mythological allusions) in context.</li> <li>b. Uses the relationship between particular words (e.g., synonym/antonym, analogy) to better understand each of the words.</li> <li>c. Distinguishes among the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending).</li> </ol>
<p><b>Highly Proficient</b> <b>4</b></p>	<p><b>Consistently demonstrates deep understanding</b> of figurative language, word relationships, and nuances in word meanings:</p> <ol style="list-style-type: none"> <li>a. Interprets figures of speech (e.g., literary, religious, and mythological allusions) in context to evaluate the effect of diction upon the text.</li> <li>b. Uses the relationship between particular words (e.g., synonym/antonym, analogy) to evaluate the effect of diction upon the text.</li> <li>c. Distinguishes among the connotations (associations) of words with similar denotations (definitions) (e.g., refined, respectful, polite, diplomatic, condescending) to evaluate the effect of diction upon the text.</li> </ol>



# Presentation on K-12 English Language Arts Curriculum and REACH Program Update

June 13, 2023

413

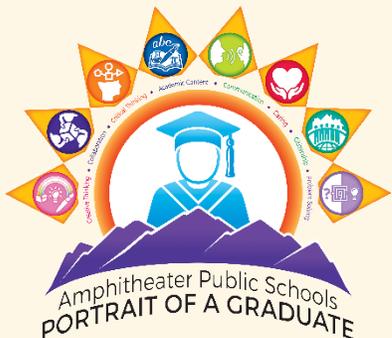
Elizabeth Jacome  
Director of Curriculum and Assessment

Heidi Radtke

Literacy Coordinator

Vanessa Hill

Gifted Education Coordinator





# 2022-2023 Focus on Core Curriculum

*"One of the keys to improving schools is to ensure teachers know the **learning intentions** and **success criteria** of their lessons, know how well they are attaining these criteria for all their students, and know where to go next in light of the gap between students' current knowledge and understanding and the success criteria; this can be maximized in a safe and collaborative environment where teachers talk to each other about teaching" (Hattie, 2009, p. 239).*

414



# 2022-2023 Focus on Core Curriculum

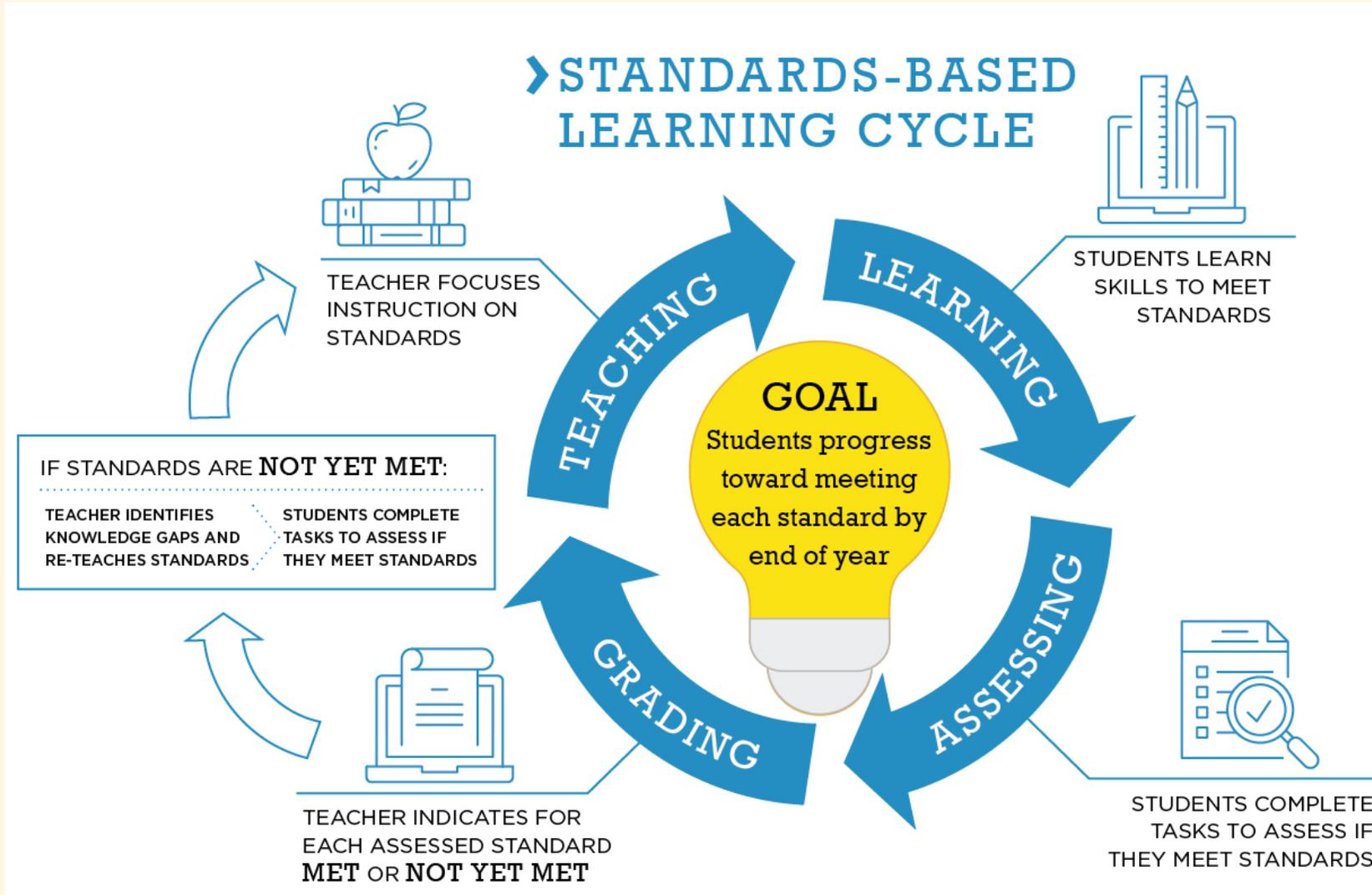
- Equitable access to a guaranteed and viable core curriculum
  - We must **guarantee** that all students have access to essential learning no matter what school, classroom or teacher they are assigned to.
  - A **viable** curriculum includes a set of well-articulated essential knowledge and skills that every child will learn in the allocated instruction time.

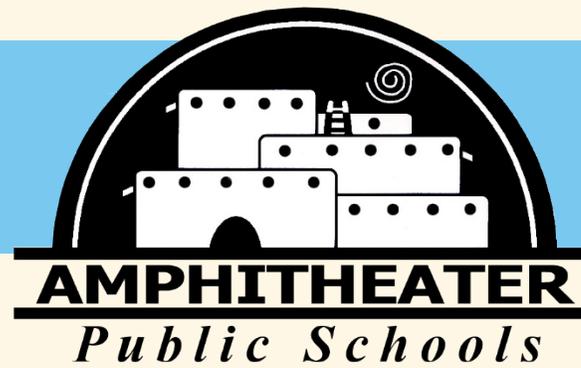
415





# 2022-2023 Focus on Core Curriculum





# English Language Arts Curriculum and Instruction

417

Heidi Radtke  
Literacy Coordinator (K-12)





# History

2021-2022

- Implementation of adopted core curriculum
  - Houghton Mifflin Harcourt (HMH) Into Reading (K-5) and Into Literature (6-12)
  - Alignment to AZ English Language Arts Academic Standards
  - Comprehensive reading and Language Arts program
- Selected Wilson Language programs to supplement core reading/writing instruction
  - Evidence based programs aligned with the science of reading
  - Foundations (K-2): foundational reading skills instruction
  - Foundations (K-2), Just Words (4-12) targeted support and intervention
  - Wilson Reading Systems (2-12): intensive targeted support and special education

418





# 2022-2023 Elementary

- Drafted the Amphitheater Elementary English Language Arts (ELA) Framework (K-2/3-5)
  - Provides an outline of how to plan and implement a full HMH/Fundations reading and writing lesson within the 90-120 min literacy block
  - Includes opportunities for direct instruction, small group/targeted instruction, independent and collaborative practice, direct writing instruction, and independent writing/individual writing conferences

419

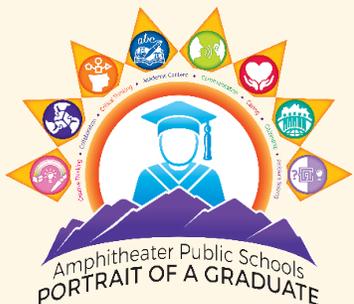


Exhibit A

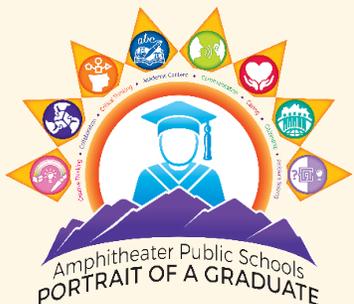


# 2022-2023 Elementary Report Card Committees

High Frequency Word Report Card Rubric Committee	
Kindergarten	<b>Elyse Greenberg</b> (Coronado), <b>Judith Ruiz</b> (Holaway) <b>Paula Sotelo</b> (Innovation), <b>Betty Kaye Atwell</b> (Keeling), <b>Karen Edmiston</b> (Mesa Verde), <b>Carrie Taylor</b> (Painted Sky), <b>Kelsey Bronson</b> (Prince), <b>Chris Champie</b> (Wilson)
First Grade	<b>January Multhup</b> (Copper Creek), <b>Tatum Nelson</b> (Donaldson, AAO), <b>Caryn Tate</b> (Harelson), <b>Angelica Wright</b> (Nash), <b>Kelsey Jernigan</b> (Rio Vista), <b>Alexis Tuo</b> (Walker)

420

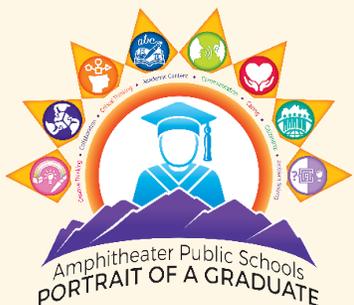
- Committee met to align K-1st grade High Frequency Word assessment to Foundations
- Committee members provided an overview at school sites
- Heidi Radtke, Literacy Coordinator held Zoom Office Hours to provide personalized support to all K-1 teachers





# 2022-2023 Elementary Report Card Committees

K-5 Report Card Rubric Committee	
Kindergarten	<b>Elyse Greenberg</b> (Coronado), <b>Caryn Tate</b> (Harelson), <b>Michelle Martin</b> (Nash), <b>Kim McDole</b> (Instructional Coach, Keeling)
First Grade	<b>January Multhup</b> (Copper Creek), <b>Holly Talbert</b> (Innovation), <b>Ashley Coyne</b> (Wilson), <b>Stephanie Lopez</b> (Instructional Coach, Walker) <span style="float: right;">421</span>
Second Grade	<b>Megan Tucker</b> (Painted Sky), <b>Gabriela Gonzalez</b> (Prince), <b>Lindsey Gilchrist</b> (Rio Vista), <b>Lindsey Inglett</b> (PIAT, Mesa Verde)
Third Grade	<b>Amy Hawk</b> (Donaldson), <b>Brianna Mounts</b> (Keeling), <b>Susan Luciano</b> (Walker), <b>Kris Holt</b> (Instructional Coach, Prince)
Fourth Grade	<b>Katrina Perez</b> (Mesa Verde), <b>Sarah Natale</b> (Painted Sky), <b>Kylie Magrie</b> (ELD, Holaway)
Fifth Grade	<b>Katie Bruce</b> (Coronado), <b>Susie Herman</b> (Harelson), <b>Lizelda Durazo</b> (Nash), <b>Gabrielle Costelow</b> (Prince)





# 2022-2023 Elementary

Reading Literature Standards (RL)	
4.RL.10 By the end of the year, proficiently and independently read and comprehend literature, including stories, dramas, and poetry, in a text complexity range determined by qualitative and quantitative measures appropriate to grades 4.	
Priority Standards	4.RL.1 Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.
	4.RL.2 Determine a theme of a story, drama, or poem.
	4.RL.4 Determine the meaning of words, phrases, and myths, and traditional literature from different cultures, characters.
Reading Supporting Standards	4.RL.3 Story structure- character, setting, plot/events
	4.RL.5 Text structure
Reading Supporting Standards	4.RF.3 Know and apply phonics-Decoding
	4.RL.9 Compare and contrast the treatment of similar (evil) and patterns of events (e.g., the quest) in stories, cultures.

Fourth Grade Report Card and Rubric			
Please add a row under the standard for your team's specific comment			
Report Card Standard	Concerns	Suggestions	School/Contact Person
<b>Reading for Literature and Informational Text</b>			
4.RL.1 and 4.RL.10	Naah: Why are RL and RI grouped together when the SAAP test separates them? Walker: Why are RL and RI grouped together when the MAP test separates them? Harebon: It's much too dense.	Naah: Separate them. Some side are stronger in one than the other. CCreek-use inference cards Harebon- Create a condensed rubric that is tied to the standards to use as a grading rubric that students have access to - <i>Good idea. Maybe can do over the summer.</i>	Walker: Barales Harebon- Padilla, Caputo Inference cards sound fun - would like to hear more!
4.RL.2		Prince: Readers feelers	Tapia and Wahn
4.RL.4		We enjoy project based assessments. I'd like to know more about the project based assessments.	422 Latin and Walker-CC Tapia and Wahn
4.RL.4		Copper Creek-Assess with HWH vocabulary quizzes and using vocab cards in context in speaking and writing also with project based learning. Prince: Can this be separated into two different standards - Standard could be stated more simply, as they are used in text and to describe characters.	

### Arizona's English Language Arts Standards- 4<sup>th</sup> Grade

Reading Standards for Literature	Reading Standards for Informational Text	Writing Standards	Speaking and Listening Standards	Language Standards
<b>Anchor Standard: Craft and Structure</b> By the end of the year, proficiently and independently read and comprehend literature, including literary texts and novels, in a text complexity range appropriate to grade 4. <b>Anchor Standard: Text Analysis</b> By the end of the year, proficiently and independently read and comprehend literature, including literary texts and novels, in a text complexity range appropriate to grade 4. <b>Anchor Standard: Text Analysis</b> By the end of the year, proficiently and independently read and comprehend literature, including literary texts and novels, in a text complexity range appropriate to grade 4.	<b>Anchor Standard: Text Analysis</b> By the end of the year, proficiently and independently read and comprehend informational texts, including history/social studies, science, and technical texts, in a text complexity range appropriate to grade 4. <b>Anchor Standard: Text Analysis</b> By the end of the year, proficiently and independently read and comprehend informational texts, including history/social studies, science, and technical texts, in a text complexity range appropriate to grade 4.	<b>Anchor Standard: Writing Process</b> By the end of the year, write on a range of topics, showing how to plan, revise, and edit work. <b>Anchor Standard: Writing Process</b> By the end of the year, write on a range of topics, showing how to plan, revise, and edit work. <b>Anchor Standard: Writing Process</b> By the end of the year, write on a range of topics, showing how to plan, revise, and edit work.	<b>Anchor Standard: Speaking and Listening</b> By the end of the year, engage in collaborative discussions with diverse peers and adults on a range of topics, issues, or texts, building on others' ideas and expressing their own. <b>Anchor Standard: Speaking and Listening</b> By the end of the year, engage in collaborative discussions with diverse peers and adults on a range of topics, issues, or texts, building on others' ideas and expressing their own.	<b>Anchor Standard: Language</b> By the end of the year, demonstrate command of English grammar and usage, including punctuation, capitalization, and spelling, when writing or speaking. <b>Anchor Standard: Language</b> By the end of the year, demonstrate command of English grammar and usage, including punctuation, capitalization, and spelling, when writing or speaking.

### Arizona English Language Arts Standards Vertical Articulation – Reading Literature Standard 9

Anchor Standard	Analyze how two or more texts address similar themes or topics in order to build knowledge or to compare the approaches the authors take.
K.RL.9	With prompting and support, compare and contrast the adventures and experiences of characters in familiar stories.
1.RL.9	Compare and contrast the adventures and experiences of characters in stories.
2.RL.9	Compare and contrast the characters and settings from two or more versions of the same story by different authors or from different cultures.
3.RL.9	Compare and contrast the themes, settings, and plots of stories written by the same author about the same or similar characters (e.g., in books from a series).
4.RL.9	Compare and contrast the treatment of similar themes and topics (e.g., opposition of good and evil) and patterns of events (e.g., the quest) in stories, myths, and traditional literature from different cultures.
5.RL.9	Compare and contrast stories in the same genre (e.g., mysteries and adventure stories) on their approaches to similar themes and topics.
6.RL.9	Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.
7.RL.9	Compare and contrast a fictional portrayal of a time, place, or character and a historical account of the same period as a means of understanding how authors of fiction use or alter history.
8.RL.9	Analyze how a modern work of fiction draws on themes, patterns of events, or character types from myths, traditional stories or religious works, including describing how the material is rendered new.
9-10.RL.9	Analyze how an author draws on and transforms source material in a specific work.
11-12.RL.9	Drawing on a wide range of time periods, analyze how two or more texts treat similar themes or topics.





## Amphitheater 4th Grade Scope and Sequence

4th Grade Priority and Supporting Standards  
Amphitheater ELA Instructional Framework

**HMH Instructional Resources**

**Module: 1** | **Suggested Time Frame:** 4 Weeks

**What Makes Us Who We Are?**  
Social Studies Connection: Personal Experiences

**Essential Question(s):** How do your experiences help shape your identity?

**Reading:**

<b>Week 1</b> myBook Texts. The Story of You - Informational Text RL.1, RI.2, Lexile Measure 600L, Slightly Complex T20 Flora and Ulysses: The Illuminated Adventures - Fantasy Lexile 580L, Moderately Complex T21 4.RL.1, RL.7	<b>Skills and Strategies that focus and scaffold learning:</b> Notice and Note - Aha Moment (Anchor Chart: 38) Central Idea (Anchor Chart 17.4) RL.3 Ask and Answer Questions (AC.1) How to Have a Discussion (AC.32) 4.SL.1 Author's Purpose (AC.28) 4.RL.6 Text and Graphic Features (AC.16) 4.RL.5 Figurative Language (AC.25) 4.L.5, 4.RL.4
<b>Week 2</b> myBook Texts. Yes! We Are Latinos - Narrative Poetry 4RL.6 Lexile Measure 770L, Slightly Complex T50 The Year of the Rat - Realistic Fiction 4RL.2, 4RL.3 Lexile Measure 680L, Moderately Complex	<b>Skills and Strategies that focus and scaffold learning:</b> Monitor and Clarify (AC.2) 4.RL.10 How to Have a Discussion (AC.32) 4.SL.1 Elements of Poetry (AC.13) Point of View (AC.15) 4RL.6 Characters (AC.11) 4RL.3



# 2022-2023 Elementary

## 4th Grade Report Card

Reading Level	MP1	MP2	MP3	MP4
<b>4.RL.10</b> By the end of the year, proficiently and independently read and comprehend literature, including stories, dramas, and poetry, in a text complexity range determined by qualitative and quantitative measures appropriate to grades 4.				
<b>4.RI.10</b> By the end of the year, proficiently and independently read and comprehend informational texts, including history/social studies, science, and technical texts in a text complexity range determined by qualitative and quantitative measures appropriate to grade 4.				
<b>Reading for Literature and Informational Text</b>	MP1	MP2	MP3	MP4
<b>4.RL.1</b> Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.				
<b>4.RL.2</b> Determines a theme of a story, drama, or poem; summarizes the text.				
<b>4.RL.4</b> Determines the meaning of words, phrases, and figurative language as they are used in a text, including those that allude to significant characters.				
<b>4.RL.9</b> Compares and contrasts similar themes and topics and patterns of events in stories, myths, and traditional literature from different cultures.				
<b>4.RI.1</b> Refer to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text.				
<b>4.RI.5</b> Describes the overall structure (e.g., chronology, comparison, cause/effect, problem/solution) of events, ideas, concepts, or information in a text or part of a text.				
<b>4.RI.9</b> Integrates information from two texts on the same topic in order to write or speak about the subject knowledgeably				
<b>Writing Standards</b>				
<b>4.W.1</b> Writes opinion pieces on topics or texts, supporting a point of view with reasons and information				
<b>4.W.2</b> Writes informative/explanatory texts to examine a topic and convey ideas and information clearly				
<b>4.L.3</b> Demonstrate command of the conventions of Standard English capitalization, punctuation, and spelling when writing.				

### KEY

Mastery Expected

## Reading Literature

4.RL.1 Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>4</b> Highly Proficient	Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	Quotes accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.	Quotes accurately from a text when explaining what the text says explicitly and when drawing inferences from the text.
<b>3</b> Proficient	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.	Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text	Refers to details and examples in a text when explaining what the text says explicitly and when drawing inferences from the text
<b>2</b> Partially Proficient	Asks and answers questions to demonstrate understanding of a text, referring explicitly (cite) to the text as the basis for answers	Asks and answers questions to demonstrate understanding of a text, referring explicitly (cite) to the text as the basis for answers	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.	Explains what the text says explicitly and draws inferences with limited detail; identifies few key details and examples in the text.
<b>1</b> Minimally Proficient	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Identifies no or unrelated details and examples from the text and draws no inferences or incorrect inferences.	Asks and answers questions to demonstrate understanding of a text, referring explicitly (cite) to the text as the basis for answers	Asks and answers questions to demonstrate understanding of a text, referring explicitly (cite) to the text as the basis for answers
<b>Assessment:</b> Expectation is students must routinely edit their work. Not all work needs to be assessed for proper grammar, but spot checking will promote accountability. All modules in HMH end of story writing response and end of module performance tasks should require student editing and be assessed. AASA Writing Rubric evidence and elaboration score.				

423

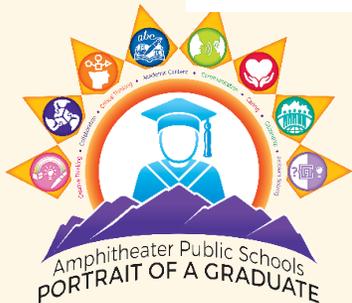


Exhibit D



# 2022-2023 Secondary ELA Curriculum Committee

Middle School Department Heads	High School Department Heads	Office of Learning and Instruction
Juanita Duran - AMS (6) Kristen Morano - Coronado (7) Rene Lustenburger - Cross (8) Caryn Magee - La Cima (8) Sharon Silvas - Wilson (8)	Julie Ramsey - AHS (12) Holly Reynolds - CDO (12) Doreen Rouille - IRHS (10&11)	Kate Guymon - CISS Kim Moran - CISS Heidi Radtke - ELA

424







# 2022-2023 Additional ELA Initiatives

- Science of Reading
- ADE LETRS Trainings: Early Childhood, Elementary Teachers and Administrators and CISS
- Foundations: K-2 Supplemental Curriculum training and implementation support, Facilitator<sup>426</sup> training
- Dyslexia Training Designees (K-12): Overcoming Dyslexia by Sally Shaywitz Book Study, Quarterly Turnkey Presentations to be shared by DTDs with colleagues at schools
  - 1st Q- Introduction to Dyslexia and Role of DTD
  - 2nd Q - Best and Worst Practices
  - 3rd - Social and Emotional Impact and Accommodations/UDL
  - 4th - How to Work with Families and Technology Support for Students

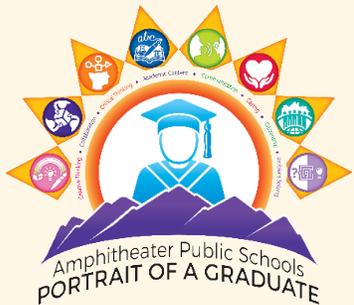




# 2023-2024 Elementary & Secondary

- Elementary
  - Implementation of Foundations at 2nd grade
  - Continued support and implementation of Foundations at K-1
  - Continued implementation of Wilson Reading Systems for students in need of intensive support
  - Feedback and revision of report card rubrics and scope and sequences
  - Alignment of curriculum work to personalized learning work
- Secondary
  - Implementation of scope and sequence resources and proficiency scales
  - Feedback and refinement of curriculum resources (above)
  - Development of common formative assessments
  - Alignment of curriculum work to personalized learning work

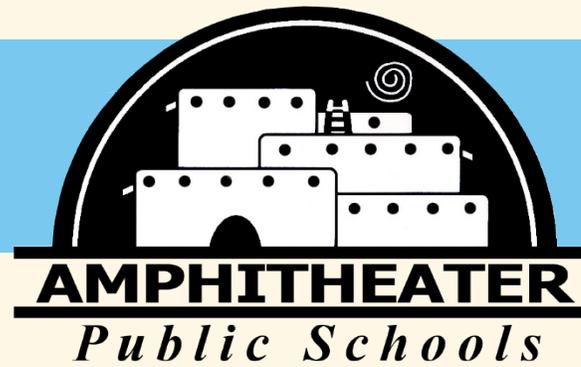
427





# Questions?





# Update on REACH 429

Vanessa Hill  
Gifted Education Coordinator





# History

2021-2022

- Full-time Gifted Coordinator position – Elementary: Vanessa Hill, Secondary: Cymry DeBoucher
- Increased professional development opportunities including middle school Humanities redesign and REACH English Honors 9 curriculum development as well as online gifted identification training for elementary REACH teachers
- Amphi hosted Gifted Leadership Training attended by principals and counselors

430

Continuation of:

- Odyssey of the Mind (OM)
- Academic Decathlon
- Model UN





# 2022-2023

- Full-time Gifted Education Coordinator: Vanessa Hill
- REACH Institute September 16th, Emily Kircher-Morris as keynote speaker and workshop facilitator ("Creating a Neurodiversity Affirming World")
- "Strategies to Support Twice Exceptional Students" workshop offered three times per year (Student Services/REACH Department collaboration)
- Gifted Education professional development presented at every site first and second semester ("Gifted 101" and "Creating a Neurodiversity Affirming Classroom")
- Collaboration with Curriculum Coordinators to meet the needs of our gifted and high ability learners using district curriculum

431





# 2022-2023

- Continuation of implementation of the Cluster Grouping Model at the Elementary level
- Gifted specialist/cluster classroom teacher meetings once per quarter to promote differentiation in the regular classroom
- Professional development with Preschool Directors for high ability preschool learners (analogical reasoning)
- Continuation of redesign of Middle School Humanities class, Self-Awareness Wednesday implementation, gifted experience through the lens of Social Studies with an emphasis on student choice
- Piloted REACH English Honors 9 at each high school

432

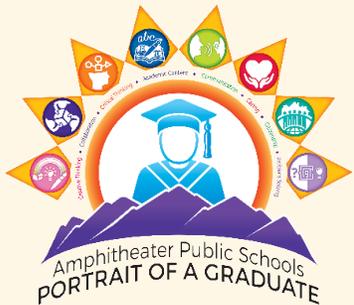




# 2022-2023

- High School REACH Student Parent Information Night (in-person and Zoom) January 25th
- Universal Second Grade Screening using the CogAT through Arizona Department of Education
- Continuation of online testing using the CogAT grades K-11 (Alt V K-2)
- Southern Arizona Gifted Network meeting December 2nd, showcasing our REACH English Honors 9 class at AHS
- Vanessa Hill, Gifted Education Coordinator, presented at ADE Conference (June), the National Association for Gifted Children Convention (November) and the Arizona for Gifted and Talented Conference (January)

433



# 2023-2024

- REACH Institute September 16th, Dr. Paul Beljan as keynote speaker and workshop facilitator ("Understanding and Managing Asynchronous Development" and "Gifted Topics")
- Gifted Endorsement courses/cohort implementation (90 hours provisional endorsement)
- Gifted education professional development at each site first and second semester (Depth and Complexity/Differentiation)
- Depth and Complexity implementation in REACH district-wide, Jason McIntosh will present on August 23<sup>rd</sup>
- Continuation of collaboration with Curriculum Coordinators



# 2023-2024

- Continuation of Middle School Humanities redesign, book study using "Advancing Differentiation"
- Stretch and Support program implementation in third grade at Prince, Keeling, Harelson, Nash, and Copper Creek based on Universal Second Grade Screening results
- Think Law (Think Like a Lawyer) curriculum implementation as part of push-in enrichment for all K-2 students at Nash, Keeling, Rio Vista, and Holaway
- Gifted specialist/cluster classroom teacher meetings once per quarter to promote differentiation in the regular classroom
- Pilot REACH English Honors 10 at each high school with both REACH English Honors 9 and 10 courses taught by gifted specialists



435



# 2023-2024

- High School REACH Student Parent Information Night (in-person and Zoom) January 24th (tentative)
- Continuation of Universal Second Grade Screening using the CogAT through Arizona Department of Education
- Continuation of online testing using the CogAT grades K-11 (Alt V K-2)
- Continuation of Preschool professional development for new preschool directors and teachers
- Vanessa Hill, Gifted Education Coordinator, presented at ADE Conference (June) and will present at the National Association for Gifted Children Convention (November)





# Data

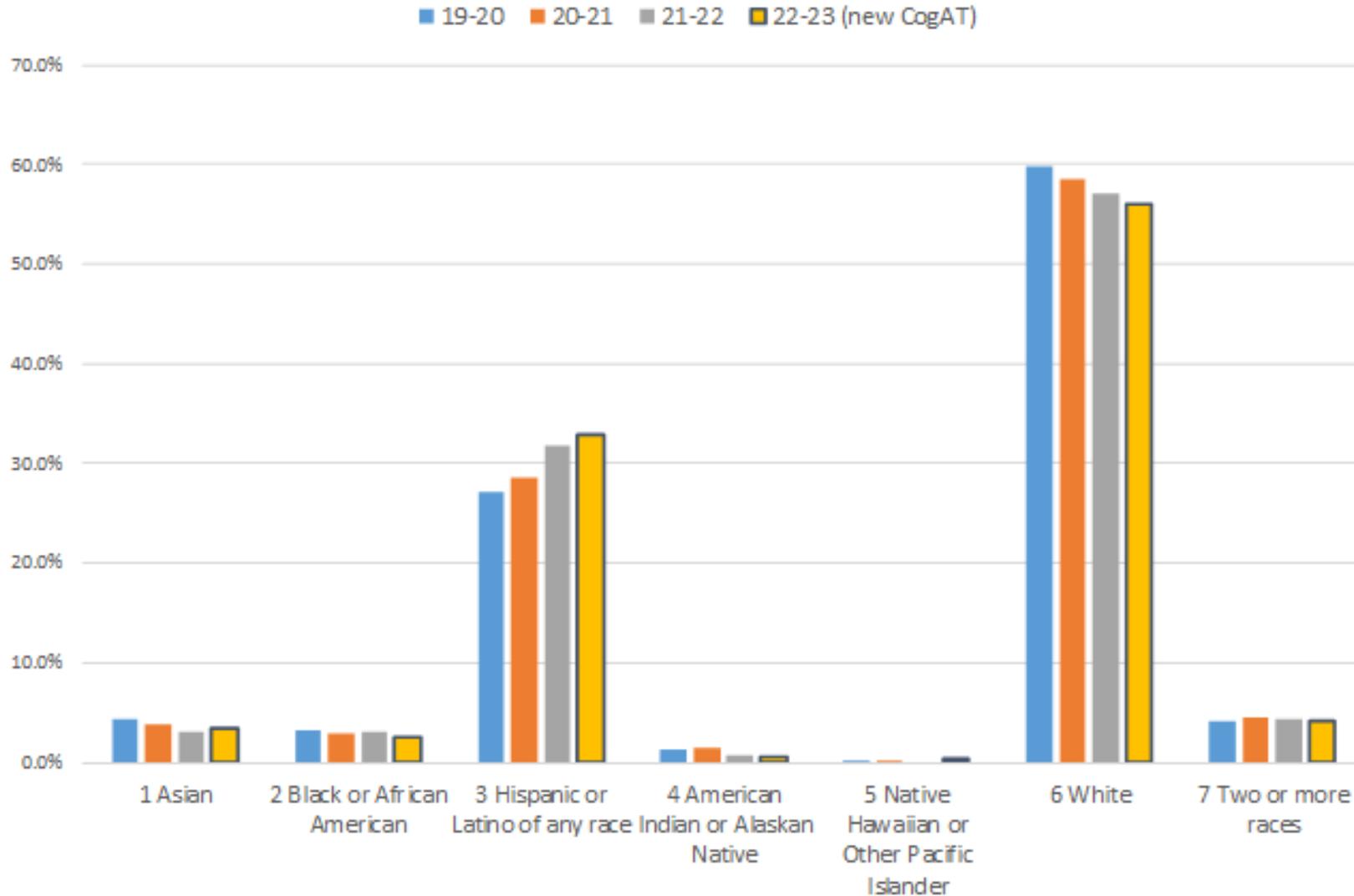
We provide gifted services for 20% of our overall population.

437





Ethnicity Distribution Among KG-2nd Grade REACH Students, by Year





# Questions?





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

---

**DATE OF MEETING:**        June 13, 2023

**TITLE:**    Study/Action of Proposed Recommendations for K – 12 Grading and Assessment

- 1. Revisions to Governing Board Policy IKA (Grading / Assessment Systems)**
- 2. New District Regulation IKA – R (Elementary and Secondary Grading and Assessment)**
- 3. New District Exhibit IKA – E (Work Habits / Citizenship Rubric)**

---

**BACKGROUND:**

On May 30, 2023, the Governing Board was presented with information on proposed revisions to Governing Policy IKA (Grading / Assessment Systems). The presentation also included a proposal for the creation of a new regulation, IKA – R (Secondary Grading and Assessment) and a new exhibit, IKA – E (Work Habits / Citizenship Rubric).

The proposed revisions to Governing Board Policy IKA outlined the recommended additions in **blue** and deletions in **red**.

The proposed changes and additions are now being presented as a Study/Action item.

---

**RECOMMENDATION:**

This is presented to the Governing Board as a study and action item with a recommendation for approval based on the plan outlined by Administration.

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**INITIATED BY:**

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**Tassi Call**  
Associate Superintendent for Elementary Education

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**Matthew Munger**  
Associate Superintendent for Secondary Education

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Date: June 6, 2023

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

## IKA GRADING / ASSESSMENT SYSTEMS

Assessment and evaluation of student progress is of primary importance in all District schools. The challenge is to balance the need for on-going assessment for instructional purposes with reporting student progress by giving a grade.

The authority for determining progress, assigning grades, and granting or withholding credit for individual courses shall rest with the teacher of the student. In making such determinations, teachers will be guided by standards set forth by the District which include:

- A. Progress grades or marks shall be based on the accomplishment of standards appropriate to the grade level or subject area.
- B. At all levels within our school system, teachers are expected to identify what they want students to learn and the criteria by which they will measure that learning.
- C. Assessments which measure progress toward the final outcome should be utilized prior to assigning a final grade.
- D. Assessments of learning which document achievement at a particular point in time will be utilized to determine final grades for reporting.
- E. Assessments and grading should provide information that students can use for self-evaluation in order to determine the next steps for their learning and which teachers can use for their support of learning.

~~F. Additional standards in the areas of effort and behavior may be established.~~

~~G.F.~~ The ability of the student may be taken into consideration when determining grades.

District-developed grading systems which are appropriate for elementary, middle school and high school students will be established and utilized.

Teachers will keep a complete and accurate record of the grades assigned to students.

Teachers will report to parents on student progress toward meeting and/or exceeding academic standards, students' conduct, attendance, and tardiness.

### Grades K-5

Teachers will report to parents on students' progress towards proficiency utilizing the Grade Level Proficiency Scale for Standards Assessed

4: Highly proficient: above grade level; self-directed; advanced

3: Proficient: at grade level; independent; mastery

2: Partially Proficient: working toward grade level; support needed

1: Minimally Proficient: below grade level; limited/no progress

### Grades 6-12

Teachers will report to parents and students on student progress toward proficiency utilizing the traditional using the traditional A – F letter grade system.

Students' conduct, attendance, tardiness, participation (not required by the State standards), and

*other non-academic behaviors/participation will be reflected in students' citizenship/work habit mark.*

## **Grade Replacement**

A student may, at any time during high school, retake a course for grade replacement. The course must be identical to the course for which grade replacement is requested. Upon successful completion of the coursework resulting in a higher grade, the original grade will be removed and the new grade entered on the transcript. The Grade Point Average (GPA) shall only include the replacement grade. A notation on the transcript will indicate that the original grade was replaced.

## **Special Education**

Grades reporting achievement of special education students not taking regular education classes shall be given on a basis commensurate with the students' abilities and based on their individual progress rather than in competition with classmates. The permanent record cards for such students shall indicate enrollment in special education for those classes.

Parents of special education students shall be counseled regarding the significance of the grading system in order to avoid misinterpretation of the achievement grade.

Adopted: April 23, 2019

LEGAL REF.:

A.R.S.

[15-203](#)

[15-341](#)

[15-516](#)

[15-767](#)

# IKA GRADING / ASSESSMENT SYSTEMS

Assessment and evaluation of student progress is of primary importance in all District schools. The challenge is to balance the need for on-going assessment for instructional purposes with reporting student progress by giving a grade.

The authority for determining progress, assigning grades, and granting or withholding credit for individual courses shall rest with the teacher of the student. In making such determinations, teachers will be guided by standards set forth by the District which include:

- A. Progress grades or marks shall be based on the accomplishment of standards appropriate to the grade level or subject area.
- B. At all levels within our school system, teachers are expected to identify what they want students to learn and the criteria by which they will measure that learning.
- C. Assessments which measure progress toward the final outcome should be utilized prior to assigning a final grade.
- D. Assessments of learning which document achievement at a particular point in time will be utilized to determine final grades for reporting.
- E. Assessments and grading should provide information that students can use for self-evaluation in order to determine the next steps for their learning and which teachers can use for their support of learning.
- F. The ability of the student may be taken into consideration when determining grades.

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A student may, at any time during high school, retake a course for grade replacement. The course must be identical to the course for which grade replacement is requested. Upon successful completion of the coursework resulting in a higher grade, the original grade will be removed and the new grade entered on the transcript. The Grade Point Average (GPA) shall only include the replacement grade. A notation on the transcript will indicate that the original grade was replaced.

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Parents of special education students shall be counseled regarding the significance of the grading system in order to avoid misinterpretation of the achievement grade.

Adopted: April 23, 2019

LEGAL REF.: A.R.S.

[15-203](#)

[15-341](#)

[15-516](#)

[15-767](#)

## IKA-R

### REGULATION

#### SECONDARY GRADING / ASSESSMENT SYSTEMS

##### Purpose of Grades and Grade Reporting:

In the Amphitheater Public School District, the purpose of grades at the middle and high school levels is to communicate information about student achievement of state standards to the student and their parent/guardian. Student participation, work habits and conduct not related to state standards are reflected in a student's citizenship/work habit marks, not the grade.

All students in Amphitheater Public Schools are provided access to a guaranteed and viable curriculum which ensures equitable access to all learners.

Assessments and grading, including meaningful and timely feedback on assignments, provide information that students can use for self-evaluation and which teachers can use to personalize and differentiate student learning and instruction.

##### Grading and Reporting:

- A. Assessments of learning, based on identified State and course standards, will be on-going and will be utilized to drive instruction and identify opportunities for re-teaching, intervention, and enrichment. This data will be used to determine student proficiency. Students' grades should reflect diverse opportunities that allow students to demonstrate proficiency/mastery. Assessments include, but are not limited to, formative and summative quizzes, tests, projects, essays or presentations that demonstrate proficiency and mastery of State and course standards.
- B. Teachers will provide students and parents with an explanation of their grading practices, in the teacher's class guidelines/syllabi and on the homepage of their classroom website/Learning Management System (LMS), which will be used to determine course grades.
- C. The Amphitheater District utilizes a 5-point grading scale (0, 1, 2, 3, 4), with each grade/point value holding equal value to all other grades. A zero (0) indicates there is no evidence of proficiency of the state standard(s).

<u>4</u>	<u>A</u>	<u>Highly Proficient</u>
<u>3</u>	<u>B</u>	<u>Proficient</u>
<u>2</u>	<u>C</u>	<u>Partially Proficient</u>
<u>1</u>	<u>D</u>	<u>Minimally Proficient</u>
<u>0</u>	<u>F</u>	<u>No Evidence of Proficiency</u>

- D. Students are expected to complete and submit assignments by the stated/written due date. Students and parents/guardians are encouraged to communicate with teacher(s), in advance of a stated deadline, to discuss individual circumstances that may necessitate an extension of the due date. Teachers should take into consideration external challenges that may hinder a student from communicating prior to the deadline and work with students accordingly.
- E. If a student turns in an assignment that shows at least minimal proficiency prior to the end of a unit, the minimum grade a student will earn is a 1. (See scale above)

- F. Teachers will notify a student's parent/guardian *on a bi-weekly basis* if the student's overall grade is a D (1) or F (0), demonstrating the student is not making progress towards course/state standards.
  
- G. Teachers will enter a minimum of one grade per week into Infinite Campus. All major grades, i.e. tests, essays, projects, etc. will be entered in a timely fashion to ensure students and parents are aware of a student's progress towards proficiency. This graded assessment of learning will be meaningful, substantive, and aligned to State, district curriculum and/or course standards.

# IKA-R

## REGULATION

### SECONDARY GRADING / ASSESSMENT SYSTEMS

#### **Purpose of Grades and Grade Reporting:**

In the Amphitheater Public School District, the purpose of grades at the middle and high school levels is to communicate information about student achievement of state standards to the student and their parent/guardian. Student participation, work habits and conduct not related to state standards are reflected in a student's citizenship/work habit marks, not the grade.

All students in Amphitheater Public Schools are provided access to a guaranteed and viable curriculum which ensures equitable access to all learners.

Assessments and grading, including meaningful and timely feedback on assignments, provide information that students can use for self-evaluation and which teachers can use to personalize and differentiate student learning and instruction.

#### **Grading and Reporting:**

- A. Assessments of learning, based on identified State and course standards, will be on-going and will be utilized to drive instruction and identify opportunities for re-teaching, intervention, and enrichment. This data will be used to determine student proficiency. Students' grades should reflect diverse opportunities that allow students to demonstrate proficiency/mastery. Assessments include, but are not limited to, formative and summative quizzes, tests, projects, essays or presentations that demonstrate proficiency and mastery of State and course standards.
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- C. The Amphitheater District utilizes a 5-point grading scale (0, 1, 2, 3, 4), with each grade/point value holding equal value to all other grades. A zero (0) indicates there is no evidence of proficiency of the state standard(s).

<b>4</b>	A	Highly Proficient
<b>3</b>	B	Proficient
<b>2</b>	C	Partially Proficient
<b>1</b>	D	Minimally Proficient
<b>0</b>	F	No Evidence of Proficiency

- D. Students are expected to complete and submit assignments by the stated/written due date. Students and parents/guardians are encouraged to communicate with teacher(s), in advance of a stated deadline, to discuss individual circumstances that may necessitate an extension of the due date. Teachers should take into consideration external challenges that may hinder a student from communicating prior to the deadline and work with students accordingly.
- E. If a student turns in an assignment that shows at least minimal proficiency prior to the end of a unit, the minimum grade a student will earn is a 1. (See scale above)

- F. Teachers will notify a student's parent/guardian *on a bi-weekly basis* if the student's overall grade is a D (1) or F (0), demonstrating the student is not making progress towards course/state standards.
  
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Work Habits and Citizenship

	<u>CITIZENSHIP</u>	<u>WORK HABITS</u>
<p><b><u>O</u></b> <b><u>OUTSTANDING</u></b></p>	<p><b><u>Consistently...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Cooperates with others (Citizenship / Collaboration)</u></li> <li>▪ <u>Kind to others (Caring)</u></li> <li>▪ <u>Contributes to the learning community (Citizenship)</u></li> <li>▪ <u>Collaborates with others (Collaboration)</u></li> <li>▪ <u>Follows classroom and school expectations (Citizenship)</u></li> <li>▪ <u>Shows respect (Citizenship / Caring)</u></li> </ul>	<p><b><u>Consistently...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Prepared for class (Citizenship)</u></li> <li>▪ <u>Perseveres with tasks (Problem-Solving)</u></li> <li>▪ <u>Uses class time appropriately (Problem-Solving)</u></li> <li>▪ <u>Completes assignments on time (Citizenship)</u></li> <li>▪ <u>Advocates for themselves (Communication)</u></li> <li>▪ <u>Gives best effort (Problem-Solving)</u></li> </ul>
<p><b><u>S</u></b> <b><u>SATISFACTORY</u></b></p>	<p><b><u>Usually...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Cooperative with others</u></li> <li>▪ <u>Kind to others</u></li> <li>▪ <u>Contributes to the learning community</u></li> <li>▪ <u>Collaborates with others</u></li> <li>▪ <u>Follows classroom and school expectations</u></li> <li>▪ <u>Shows respect</u></li> </ul>	<p><b><u>Usually...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Prepared for class</u></li> <li>▪ <u>Perseveres with tasks</u></li> <li>▪ <u>Uses class time appropriately</u></li> <li>▪ <u>Completes assignments on time</u></li> <li>▪ <u>Advocates for themselves</u></li> <li>▪ <u>Gives best effort</u></li> </ul>
<p><b><u>N</u></b> <b><u>NEEDS IMPROVEMENT</u></b></p>	<p><b><u>Sometimes...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Cooperative with others</u></li> <li>▪ <u>Kind to others</u></li> <li>▪ <u>Contributes to the learning community</u></li> <li>▪ <u>Collaborates with others</u></li> <li>▪ <u>Follows classroom and school expectations</u></li> <li>▪ <u>Shows respect</u></li> </ul>	<p><b><u>Sometimes...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Prepared for class</u></li> <li>▪ <u>Perseveres with tasks</u></li> <li>▪ <u>Uses class time appropriately</u></li> <li>▪ <u>Completes assignments on time</u></li> <li>▪ <u>Advocates for themselves</u></li> <li>▪ <u>Gives best effort</u></li> </ul>
<p><b><u>U</u></b> <b><u>UNSATISFACTORY</u></b></p>	<p><b><u>Rarely...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Cooperative with others</u></li> <li>▪ <u>Kind to others</u></li> <li>▪ <u>Contributes to the learning community</u></li> <li>▪ <u>Collaborates with others</u></li> <li>▪ <u>Follows classroom and school expectations</u></li> <li>▪ <u>Shows respect</u></li> </ul>	<p><b><u>Rarely...</u></b></p> <ul style="list-style-type: none"> <li>▪ <u>Prepared for class</u></li> <li>▪ <u>Perseveres with tasks</u></li> <li>▪ <u>Uses class time appropriately</u></li> <li>▪ <u>Completes assignments on time</u></li> <li>▪ <u>Advocates for themselves</u></li> <li>▪ <u>Gives best effort</u></li> </ul>

**Work Habits and Citizenship**

	<b>CITIZENSHIP</b>	<b>WORK HABITS</b>
<p><b>O</b> <b>OUTSTANDING</b></p>	<p><b>Consistently...</b></p> <ul style="list-style-type: none"> <li>▪ Cooperates with others (Citizenship / Collaboration)</li> <li>▪ Kind to others (Caring)</li> <li>▪ Contributes to the learning community (Citizenship)</li> <li>▪ Collaborates with others (Collaboration)</li> <li>▪ Follows classroom and school expectations (Citizenship)</li> <li>▪ Shows respect (Citizenship / Caring)</li> </ul>	<p><b>Consistently...</b></p> <ul style="list-style-type: none"> <li>▪ Prepared for class (Citizenship)</li> <li>▪ Perseveres with tasks (Problem-Solving)</li> <li>▪ Uses class time appropriately (Problem-Solving)</li> <li>▪ Completes assignments on time (Citizenship)</li> <li>▪ Advocates for themselves (Communication)</li> <li>▪ Gives best effort (Problem-Solving)</li> </ul>
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