

Final Posting: Monday, February 12, 2024 at 4:00 pm

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, February 13, 2024

5:00 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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

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

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

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

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

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

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

Scott K. Baker, Ph. D., President

2. EXECUTIVE SESSION*

4

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

A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30043200

B. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30048736

C. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30079167

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

3. RECONVENE PUBLIC MEETING-at approximately 6:00 pm

4. PLEDGE OF ALLEGIANCE

Walker Elementary School Students

5. RECOGNITION OF STUDENT ART

Walker Elementary School Students

6. ANNOUNCEMENT OF DATE AND TIME OF THE NEXT REGULAR GOVERNING BOARD MEETING

Tuesday, March 5, 2024 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. RECOGNITIONS

- | | |
|---|----|
| A. Recognition of Amphitheater School District 2024 Spelling Bee Winners | 5 |
| B. Recognition of Amphitheater High School Superintendent's Student Advisory Council | 6 |
| C. Presentation of Distinguished Service Awards | 7 |
| D. Recognition of National Board Certified Teacher Recipients and Renewals | 8 |
| E. Recognition of the Arizona Technology in Education Association (AZTEA) Technology Director of the Year | 9 |
| F. Recognition of 2024 Arizona School Public Relations Association Communications Awards | 10 |

8. CONSENT AGENDA³

- | | |
|--|----|
| A. Approval of Appointment of Administrative Personnel | 11 |
| B. Approval of Appointment of Non-Administrative Personnel | 27 |
| C. Approval of Personnel Changes | 30 |
| D. Approval of Leave(s) of Absence | 33 |
| E. Approval of Separation(s) and Termination(s) | 35 |
| F. Approval of Stipend for Coaching Volunteers | 39 |
| G. Approval of Fiscal Year 2024-2025 Form of Contract for New-to-the-District Candidates | 41 |
| H. Approval to Provide Post-Retirement Employment Opportunities during the 2024-2025 Fiscal Year | 75 |
| I. Approval of Minutes of Previous Meeting(s) | |
| J. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,673,704.63 | |

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

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

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

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

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

K. Acceptance of Gifts	88
L. Approval of Parent Support Organization(s) - 2023-2024	90
M. Approval of One-Time Increase to Job Order Contract Limit	94
N. Award of Contract for Pre-School and After-School Physical Activity Classes- Based Upon Responses to Request for Proposal (RFP) 2324007	95
O. Award of Contract for Emergency Generator for Amphitheater High School (AHS)- Based Upon Responses to Request for Bid (RFB) 2324004B	97
P. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	98
Q. Approval of Out of State Travel	153
9. INFORMATION²	
A. Superintendent's Report	162
B. Status of Construction Projects	172
10. PUBLIC COMMENT¹ (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, 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.

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

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

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

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

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



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

DATE OF MEETING: February 13, 2024

TITLE: Executive Session

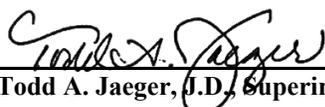
- 1. Motion to Recess Open Meeting and Hold an Executive Session for:**
 - A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30043200**
 - B. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30048736**
 - C. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30079167**
 - D. Discussion and Consultation with Representatives of the Governing Board in Order to Consider Its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5).**

RECOMMENDATION:

The Administration recommends the Board convene an executive session for the purpose of discussing the matters identified above as permitted by A.R.S. § 15-843 (A).

INITIATED BY:

Date: February 12, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Recognition of Amphitheater School District 2024 Spelling Bee Winners

BACKGROUND:

Congratulations to the students who placed in the top bracket in the Amphitheater School District 2024 Spelling Bee. They will continue on to the Pima County Spelling Bee, which is scheduled for February 17, 2024 at Canyon del Oro High School.

First place:

Sophie Linn, Wilson K-8 School

Second place:

Kyrie Moog, Painted Sky Elementary School

Third place:

Alex Means, Innovation Academy

Fourth place:

Melody Yu, Innovation Academy

Fifth place:

Claire Braddy, Coronado K-8 School

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson,
Executive Assistant to the Superintendent & Governing Board

Date: February 5, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: **Recognition of Amphitheater High School Superintendent's Student
Advisory Council**

BACKGROUND:

The students in Amphitheater School District are our most important assets. That is no more evident than when they step up to take leadership positions at their schools. The Governing Board would like to recognize the Amphitheater High School Superintendent's Student Advisory Council and thank them for their service to their classmates and school.

The Advisory Council meetings provide the students and Superintendent with an opportunity to talk informally about student issues and concerns and provides a platform for the Council members to represent the interests and perspectives of their student peers. Given the school, work, and extra-curricular schedules of our students, their willingness to participate and contribute their time must be commended and recognized. The Board recognizes Amphitheater High School's Superintendent's Student Advisory Council Members:

Andres Espinoza-Zasada
Persia Pablo
Jayla Rivers
Xavier Ruiz

Mikayla Diaz
Camille Hawkins
Ali Mohamud Apko
Julian Rangel

Mikayla Alfaro
Aram Aguilar
Arleth Diaz Gocobachi
Lincoln Sorensen

Madison Morales
Johan Cruz Erives
Abigail Contreras
LJ (Leilany) Valencia

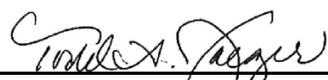
RECOMMENDATION:

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

INITIATED BY:


Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: February 5, 2024


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

The Distinguished Service Award was established to recognize employees' initiative, collaboration, loyalty, and contribution to the Amphitheater Public School District. Employees are recognized on a monthly basis during the school year. All Amphitheater employees are eligible to be nominated by their colleagues for this recognition.

We would like to recognize the following individuals for the month of February:

- Sheri Northcraft, Lead Custodian, Coronado K-8 School
- Nick Woodard, P.E. Teacher, La Cima Middle School

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: February 5, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Recognition of National Board Certified Teacher Recipients and Renewals

BACKGROUND:

National Board Certified Teachers (NBCT) are nationally recognized as being among the best teachers in the profession. This year, Amphitheater Public Schools is proud to recognize four outstanding teachers who have earned their new and renewed certificates.

New Certifications

Thomas Edelbrock, Cross Middle School
Kayleigh Paul, Rio Vista Elementary School

Renewed Certifications

Angela Sieminski, Harelson Elementary School
Holly Reynolds, Retired

RECOMMENDATION:

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

INITIATED BY:

Gen Anderson

Gen Anderson,
Executive Assistant to the Superintendent & Governing Board

Date: February 5, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

**TITLE: Recognition of the Arizona Technology in Education Association (AZTEA)
Technology Director of the Year**

BACKGROUND:

The Arizona Technology in Education Association's mission is to expand technology access and provide high quality education for teachers and students in Arizona. Each year the association recognizes educators, support personnel, administrators, and community members who have demonstrated exemplary commitment to educational technology in Arizona with its AZTEA Innovation Awards.

Lauren McIntyre, Director of Instructional Technology, has been named the AZTEA Technology Director of the Year.

The Innovation Award winners were recognized at a virtual ceremony on February 6th.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: February 5, 2024

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



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

DATE OF MEETING: February 13, 2024

TITLE: Recognition of 2024 Arizona School Public Relations Association Communications Awards

BACKGROUND:

The Arizona School Public Relations Association (ASPRA) recognizes standards of excellence in school public relations through its annual ASPRA*tion Awards. Winning entries demonstrate how sound public relations principles (research, analysis, communication and evaluation), creativity and a commitment to improving communications were used in pursuit of organizational goals.

The Amphitheater School District's Communications Department received several awards this year.

Awards of Excellence:

- Video: CTE at Amphitheater Public Schools
- Video: 12 Days of Amphitheater
- Photography: Graduation in Photos
- Writing: 2023 Graduation Speech

Award of Merit:

- Newsletter: Communication Department Newsletter

RECOMMENDATION:

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

INITIATED BY:


Jen Anderson

Executive Assistant to the Superintendent & Governing Board

Date: February 6, 2024


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **February 13, 2024**

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

BACKGROUND:

Administration presents the candidates below to the Governing Board for review and approval for hire into an administrative position for Fiscal Year (FY) 2024-2025. Pertinent information about the interview process for each position is set forth below.

1. Prince Elementary Principal

The position of Principal of Prince Elementary was advertised as open for FY 24-25 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, Elizabeth Jacome, A.J. Malis, and Annette Orelup screened five files for the position. Three candidates were selected to interview with the committee. Only two candidates accepted the invitation to interview. The interview committee consisted of:

- Tassi Call, Associate Superintendent for Elementary Education
- Angela Wichers, Principal of Amphitheater Middle School
- Mamie Spillane, Principal of Rio Vista Elementary School
- Abby Harmon, ELD Clerk/Campus Monitor
- Isabel Aguilar, Administrative Assistant at Prince Elementary School
- Hillary Kitay, Teacher at Prince Elementary School
- Kris Holt, School Improvement Specialist
- Karen Belleau, Teacher at Prince Elementary School
- Gabrielle Costelow, Teacher at Prince Elementary School
- Nicholas Robles, Teacher at Prince Elementary School
- Brittney Gradillas, Teacher at Prince Elementary School
- Jerell Paredes, Teacher at Prince Elementary/Parent of a Prince Elementary School Student
- Marlenna Frazier, Parent of a Prince Elementary School Student

Based on the ratings of the interview committee, a second interview occurred on January 29, 2024, 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
- Scott Little, Chief Financial Officer
- Kristin McGraw, Executive Director of Student Services

Superintendent Todd Jaeger recommends **Samantha Doyle** for the position of Principal of Prince Elementary School for FY 24-25.



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

2. Wilson K-8 Principal

The position of Principal of Wilson K-8 was advertised as open for FY 24-25 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, and Stephanie Hillig screened five files for the position. Four candidates were selected to interview with the committee. Only three candidates accepted the invitation to interview. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- Zuilma Coronado, Parent of a Wilson K-8 Student
- Teresa Fritton, Teacher at Wilson K-8
- Vanessa Hicks, Teacher at Wilson K-8/Parent of a Wilson K-8 Student
- Orante Jenkins, Principal at Ironwood Ridge High School
- Elisa LaJoy, Teacher at Wilson K-8
- Michael McConnell, Principal at Innovation Academy
- Teresa McCabe, Library Assistant at Wilson K-8

Based on the ratings of the interview committee, a second interview occurred on January 29, 2024, 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
- Scott Little, Chief Financial Officer
- Kristin McGraw, Executive Director of Student Services

Superintendent Todd Jaeger recommends **Christopher Trimble** for the position of Principal of Wilson K-8 for FY 24-25.

3. Ironwood Ridge High School Assistant Principal

The position of Assistant Principal of Ironwood Ridge High School was advertised as open for FY 24-25 and qualified applicants reviewed. Matt Munger, Tassi Call, Julie Valenzuela, and Orante Jenkins screened fifteen files for the position. Seven candidates were selected to interview with the committee. Only six candidates accepted the invitation to interview. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- Orante Jenkins, Principal at Ironwood Ridge High School
- Bill Lang, Teacher at Ironwood Ridge High School
- Alissa McGowan, Teacher at Ironwood Ridge High School
- Linda McQuigan, Parent of an Ironwood Ridge High School Student
- Penny Neisius, Athletic Secretary at Ironwood Ridge High School

Based on the ratings of the interview committee, a second interview occurred on January 22, 2024, with the following individuals serving as the interview panel:



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

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Scott Little, Chief Financial Officer
- Elizabeth Jacome, Director of Curriculum and Assessment
- Orante Jenkins, Principal at Ironwood Ridge High School

Superintendent Todd Jaeger recommends **David Garwacki** for the position of Assistant Principal of Ironwood Ridge High School for FY 24-25.

4. Canyon del Oro High School Assistant Principal

The position of Assistant Principal of Canyon del Oro High School was advertised as open for FY 24-25 and qualified applicants reviewed. Matt Munger, Tassi Call, Elizabeth Jacome, and Tara Bulleigh screened thirteen files for the position. Eight candidates were selected to interview with the committee. Only six candidates accepted the invitation to interview. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- Tara Bulleigh, Principal at Canyon del Oro High School
- Anrea Boothe, Parent of a Canyon del Oro High School Student
- Jill Christman, Teacher at Canyon del Oro High School
- Brooke Cornwell, Parent of a Canyon del Oro High School Student
- Jessica Dale, Counselor at Canyon del Oro High School
- Alecia Strang, Secretary at Canyon del Oro High School

Based on the ratings of the interview committee, a second interview occurred on January 29, 2024, 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
- Scott Little, Chief Financial Officer
- Kristin McGraw, Executive Director of Student Services
- Tara Bulleigh, Principal at Canyon del Oro High School

Superintendent Todd Jaeger recommends **Jennifer Flagg** for the position of Assistant Principal of Canyon del Oro High School for FY 24-25.



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

RECOMMENDATION:

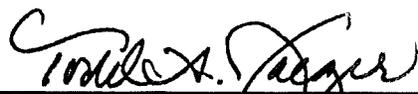
It is the recommendation of Administration that the Governing Board approve the above identified administrative appointments as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D. Superintendent

2/13/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Doyle	Samantha	Principal	CT-AD	Prince Elementary	ESP	0 years	Promotion	Mr. Jaeger	*
Flagg	Jennifer	Assistant Principal	CT-AD	CDO High School	HSA	0 years	Replacement	Mr. Jaeger	*
Garwacki	R. David	Assistant Principal	CT-AD	Ironwood Ridge High	HSA	0 years	Replacement	Mr. Jaeger	*
Trimble	Christopher	Principal	CT-AD	Wilson K-8 School	KSP	+\$8,238.19	Promotion	Mr. Jaeger	*

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

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

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

Samantha Doyle

My career objective is to pursue a school leadership opportunity working with other administrators, teachers, and students in a collaborative environment where commitment, integrity and competence are highly valued and utilized.

Education/Certification

M.Ed.	Educational Leadership K-12, Northern Arizona University, AZ, 2017
BA	Elementary Education, University of Arizona, Tucson, AZ, 2012
Teacher Certificate	K-8 Elementary Education, Arizona
SEI Education	K-12 Endorsement, Arizona

Administrative and Leadership Experience

Assistant Principal,

Prince Elementary School, Tucson, AZ: 2022-present

- Evaluate and grow teachers and staff with thoughtful feedback.
- Create professional learning for staff that aligns to Prince's goals.
- Supervise students before school, after school, and during lunch.
- Communicate with teachers and families while using restorative practices and progressive discipline.
- Create master schedules, testing schedules, duty schedules to maximize student learning.
- Ensure a safe and prepared campus by conducting monthly fire drills and quarterly secure campus/lockdowns.
- Participate in Prince Elementary's PTO to support students and staff.

Teacher Clarity Playbook Certified Trainer K-12,

Tanque Verde Elementary School, Tucson, AZ: 2021-2022

- Developed a three-day training to teach educators K-12 using the Teacher Clarity Playbook Book Study.

NWEA Professional Development,

Prince Elementary, Tucson, AZ: 2018-2020

- Developed training for new teachers to model how to use their data to plan intervention or enrichment lessons for students based on their individual and group data.

Principal Designee,

Prince Elementary School, Tucson, AZ: 2016- 2020

- Assisted in supervision before school, after school, and during lunch when needed.
- Took on principal responsibilities when the principal was absent.
- Assisted in school calendar scheduling.

Mentor Teacher,

Prince Elementary School/Tanque Verde Elementary School, Tucson, AZ:

2016- 2020

- Supervised teacher candidates and helped them meet the requirements of their program.
- Mentored teacher candidates through lesson planning, classroom management, and professionalism.
- Assisted teacher candidates when applying for jobs.
- Attended meetings to support teacher candidates.

English Language Development Coordinator,

Prince Elementary School, Tucson, AZ: 2015- 2017

- Created the schedule for schoolwide English Language Learner assessment.
- Mentored new teachers in the English Language Learner program.
- Evaluated Writing assessment for grades 3-5.

Prince Leadership Team Member,

Prince Elementary School, Tucson, AZ: 2014- 2020

- Helped collaboratively create the mission and vision statement for Prince Elementary.
- Assisted in the development of the Belief Statements for Prince Elementary.
- Helped evaluate and revise the School Improvement Plan for Prince Elementary.
- Engaged in a book study about educating students living in poverty to help better serve the needs of our students.
- Helped create the new Positive Behavior Intervention and Support system.
- Collaborated with colleagues to make school-wide decisions.

Prince Carnival Committee Chairperson,

Prince Elementary School, Tucson, AZ: 2017- 2020

- Delegated jobs to committee members.
- Gathered donations from dozens of local community businesses.
- Contacted parents to assist with the carnival and enhance parental participation in school events.

Teaching Experience

English Language Learner Teacher 3-5,

Prince Elementary School, Tucson, AZ: 2012- 2017

- Assisted in creating the district wide grammar curriculum.
- Used a variety of engagement and teaching strategies to keep students interested and engaged.
- Contributed to the increased passing rate of the statewide English Language Learner Assessment.
- Created more opportunities for English Language Learners to become involved with sports, after school clubs, and enrichment programs.
- Advocated for students and their families to obtain necessary items needed to be successful during school; school supplies, transportation to appointments, clothing, food, etc.
- Worked with community members to gather clothing, household items, and food for families.

Third Grade Teacher,

Prince Elementary School, Tucson, AZ: 2017- 2020

- Collaborated with team members to implement a rigorous curriculum to prepare students for the AZMerit.
- Implemented instruction using Common Core standards as well as district calendar.
- Maintained a positive learning environment.

Third Grade Teacher,

Tanque Verde Elementary School, Tucson, AZ: 2020- 2022

- Collaborated with grade level team to develop curriculum aligned to essential standards in Reading and Math.
- Planned and implemented lessons for a diverse group of students to ensure high levels of learning for all students.
- Researched and utilized latest technological resources for instructional purposes
- Implemented a positive culture which promoted student responsibility and accountability.
- Planned and coordinated thematic units with my team.

Coaching Experience

Assistant Volleyball Coach,

Amphitheater High School, Tucson, AZ: 2015- 2016.

- Helped young women learn a sport and find success as individuals and teammates.

Volleyball Coach,

Zona Volleyball Club, Tucson, AZ: 2009- 2017.

- Worked with competitive young women to teach volleyball skills and responsibility.

Additional Training/ Professional Development

AVID Conference, San Diego, CA, June 2015, 2022, 2023.

OELLAS Conference, Tucson, AZ, December 2013, 2014, 2016.

No Excuses University Conference, Sacramento, CA, July 2013

No Excuses University Professional Development, Tucson, AZ, January 2017

Wilson Language Training: Foundations, St. Louis, Missouri, December 2018

VITALS training, Tucson, AZ, October 2019

Simplifying Response to Intervention Book Study- 2021

Teacher Clarity Playbook Training to be certified instructor- 2021

Engagement by Design- Doug Fisher- 2021

Success Criteria- Doug Fisher- 2022

The Virtual Summit on RTI at Work- 2022

Honors and Awards

Arizona ELL Teacher of the Year Runner-Up—2016

Nominee for Rodel Exemplary Teacher—2015

CHRISTOPHER TRIMBLE

PROFILE

A results-oriented leader with proven abilities in strategic planning, stakeholder relationships, improving effectiveness of operations, team building, and detailing information to determine effective processes for operations. Able to identify areas of strength and weakness and implement policies, standards, changes in operation and systems that optimize productivity and bottom line. Demonstrated ability to motivate staff to maximize productivity while capitalizing on available resources.

EXPERIENCE

PRINCIPAL

LULU WALKER ELEMENTARY SCHOOL, AMPHITHEATER PUBLIC SCHOOLS, TUCSON, AZ
2018 -Present

Built positive relationships with parents, students, staff, and community members. • Performed diverse human resource activities, including hiring, training, evaluating, and terminations, in accordance with legal guidelines and requirements. • Developed budget and ensured adherence to regulations across various funding sources. • Established instructional practices driven by statistical performance data. • Facilitated continued education for certified and classified staff, through the implementation of quality training and appropriation of necessary resources. • Communicate policies, procedures, and relevant information to parents, staff, and community members.

ASSISTANT PRINCIPAL

RICHARD B. WILSON K-8, AMPHITHEATER PUBLIC SCHOOL, TUCSON, AZ
2015-2018

Supervised and evaluated certified and classified staff. • Developed and implemented school safety plan and supervision schedules. • Lead professional learning for teachers. • Maintained communication with parents and community stakeholders. • Performed duties as Athletic Director.

HIGH SCIENCE TEACHER

CANYON DEL ORO HIGH SCHOOL, AMPHITHEATER PUBLIC SCHOOL, TUCSON, AZ
2013-2015

Taught International Baccalaureate Chemistry and General Chemistry

HIGH SCIENCE TEACHER

SANTA RITA HIGH SCHOOL, TUCSON UNIFIED SCHOOL DISTRICT, TUCSON, AZ
2019-2013

Taught AP Chemistry, Honors and General Chemistry, and Physics, 2013
Southern Arizona American Chemical Society Teacher of the Year

EDUCATION	M.S. LEADERSHIP IN EDUCATIONAL ADMINISTRATION	2014
	CAPELLA UNIVERSITY, MINNEAPOLIS, MN	
	M.ED. CURRICULUM AND INSTRUCTION	2012
	AMERICAN COLLEGE OF EDUCATION, INDIANAPOLIS, IN	
	B.S. SCIENCE EDUCATION	2008
	UNIVERSITY OF ARIZONA, TUCSON, AZ	

SKILLS	Information Systems • Microsoft Office • Communication • Relationship Building • Professional Development • Problem Solving • Time Management • Data Driven Decisions • Adaptability
---------------	--

EXTRA CURRICULAR	VARSITY SWIMMER AT THE UNIVERSITY OF ARIZONA	2001-2003
	<ul style="list-style-type: none">• Pac-10 Championships Finalist• Olympic Trials Qualifier	

ADDITIONAL	District Representative Meet and Confer	2019-2023
	District Procurement Committee After School Programs	2019
	District Procurement Committee for LMS	2020
	District Procurement Committee for ELA Curriculum	2021
	District Team for Personalized Competency Based Learning	2018-2023
	District Hiring Committee Member	2017-2022

R. David Garwacki

EDUCATION

- Southeastern Oklahoma State University** Durant, OK
Master's in education
 - Educational Leadership (2023)
- The University of Arizona** Tucson, AZ
Master's in education
 - Teach AZ Program (2011)
- The University of Arizona** Tucson, AZ
Bachelor of Science in Public Administration
 - Majored in Criminal Justice (2010)*Bachelor of Arts in History*
 - Majored in History (2010)

EXPERIENCE

- Sabino High School** 10/23 – present Tucson, AZ
Athletic Director
 - Managed and oversaw the Sabino Athletics Program
 - Responsible for interviewing and hiring coaches
 - Created and implemented new policies and procedures including:
 - Weekly email communication to parents and athletes
 - Pre-and post-season inventory documentation
 - “Cats Win Game” – every sports program is required to support another program on campus and attend another event during their season
 - Managed athletic program schedules within the Arizona Interscholastic Association (AIA)
 - Coordinated and communicated with AIA officials and Athletic Directors
 - Held coaches’ meetings to build community, disperse information, and discuss concerns
 - Managed and supported sporting events during season and throughout the post-season
 - Scheduled and coordinated transportation for teams
 - Oversaw athletics budget
 - Aided in the creation of a new Equipment Room and Team Room for Sabino Athletics
 - Managed workers for sporting events (scoreboard operators, announcers, ticket takers)
 - Held meetings dealing with conflict-resolution with coaches, parents, and athletes
 - Responsible for conducting end of season coaching evaluations
- Salpointe Catholic High School** 11/11 – 10/23 Tucson, AZ
Teacher
 - US History, Honors US History, APUSH, Psychology, AP Psychology
 - Created and implemented lesson plans for Humanities Department*Coach: Boys Volleyball Head Coach*
 - Planned and scheduled practices, events, and ran tournament (SC Invitational)
 - Communicated with athletes, parents, administration, and community

- Monitored and supervised assistant coaches
- Oversaw budget
- Represented Salpointe Catholic athletics at AIA State Conference (2022)

Department Chairperson

- Oversaw Humanities Department
- Oversaw budget of the department
- Assisted and conducted observations of department members
- Coordinated field trips and events (Da Vinci Awards Breakfast)

Principal Intern

- Liaison between teachers, department chairs, and administration
- Developed Professional Development for faculty/staff for midyear in-service
- Designing Faculty/Staff Inservice for 2023-24 school year
- Edited/revamped New Employee Handbook
- Reviewed and adjusted the roles and expectations of DCPs
- Wrote/created a new snack bar policy for athletics and extracurricular activities
- Created a schedule for lunch duty/monitoring for staff and administration

Canyon Del Oro High School 08/14 – 05/16 Tucson, AZ

Teacher/Head Coach (Boys and Girls Volleyball)

- US History, APUSH, Psychology, World History
- Created lesson plans and implemented activities
- Communicated with administration, parents, students, and faculty
- Head coach of both Volleyball programs on campus
 - Responsible for scheduling events
 - Monitored student athletes and instructed in the sport of volleyball
 - Conducted fundraisers and coordinated events such as tournaments and travel

Arizona Premier Volleyball 05/15 – 12/16 Tucson, AZ

Head Coach (Boys 17s National Team)

- Planned and implemented practice plans
- Aided athletes in the college recruitment process
- Taught volleyball and oversaw competitive events

Club Cactus Juniors Volleyball 08/09-05/15 Tucson, AZ

Head Coach (Boys and Girls Volleyball)

- Coordinated and administered activities
- Responsible for training and managing athletes
- Created practice plans and schedules
- Traveled with team and parents to various tournaments
- Aided athletes in the college recruitment process

Ironwood Ridge Volleyball 06/05 – 05/12 Tucson, AZ

Coach: Assistant Girls/Boys Coach

- Taught and managed student athletes
- Assisted in coordinating activities and implementing practice plans
- Aided in camps and fundraising events

Community Extension Programs 06/11 – 07/11 Tucson, AZ

Taught World History (Summer School)

- Responsible for teaching students in a fast-paced environment

Circuit City

10/06-02/08

Tucson, AZ

Product Specialist

- Listen and react to customers' needs
- Sales oriented environment
- Aide in the training of new employees in my department

ACTIVITIES/AWARDS

2023	Coordinator of Explore America Tour for Salpointe Catholic (EF Tours)
2022	DAR – American History Teacher of the Year (Tucson and Arizona)
2022-Present	Board Member – Resurrection Lutheran Child Development Center
2016,17,18,21	AZ Region Coach of the Year (Boys and Girls Volleyball)
2021-2023	Club Moderator – Salpointe Catholic National Honor Society
2015-2016	Club Sponsor – International Leadership Council
2009-2010	Athlete – University of Arizona Men's Volleyball Team

SKILLS

- Microsoft Office Certified
- NFHS Coaching Certified/Concussion in Sports Certified
- Trained in sales
- USA Volleyball Impact Certified
- CPR/First Aid Certified

Jennifer Wakefield Flagg

Education/Licensure

M.Ed.	2021, Educational Leadership, Northern Arizona University, G.P.A. 4.0
J.D.	2006, University of Arizona James E. Rogers College of Law, G.P.A. 3.76
B.A.	2001, English, University of Georgia, G.P.A. 3.98
Teaching Certificate	Principal K-12 & Teacher 6-12, Arizona
Bar License	Arizona

Leadership and Teaching Experience

TUCSON UNIFIED SCHOOL DISTRICT

Multi-Tiered Systems of Support Facilitator and Principal Designee, Mansfeld Middle School, 2023-present

Analyze student achievement and disciplinary data to identify, implement, and monitor tier 2 and tier 3 student interventions.

Collaborate with faculty, student support staff, school administration, and district support programs to provide individualized student support.

Lead school-wide Positive Behavior Interventions and Supports.

Magnet Coordinator, Mansfeld Middle School, 2020-2023

Coordinated and led weekly teacher STEM PLC meetings, family communications, STEMbassadors student leadership team, and magnet budget planning and expenditures.

Supported closure of opportunity gaps across subgroups of students by coaching teachers to strengthen tier 1 instruction and disaggregating and analyzing student data.

Led STEM committee to write successful application to attain national demonstration magnet school certification and multiple national annual awards of excellence.

Curriculum Service Provider, Teenage Parent High School, 2019-2020

Evaluated and responded to student performance data by collaborating with school administration and faculty to design and implement responsive professional development, teacher coaching, and tier 2 and tier 3 student interventions.

11th/12th Grade English/History Teacher, Teenage Parent High School, 2015-2020

Collaborated with school faculty to design and implement school-wide academic tier 2 and tier 3 intervention classes to increase student achievement, attendance, and self-advocacy.

8th Grade English Teacher, Mansfeld Middle School, 2006-2008

TEACH FOR AMERICA

Managing Director of Design, Teacher Preparation Team, 2012-2015

Managed team of instructional designers to design and execute high-quality teacher development experiences for national teacher preparation organization.

Director of Design, Teacher Preparation Team, 2008-2012

Designed and facilitated adult learning experiences and professional development for new teachers and teacher coaches.

Summer School Director, Rose Linda Elementary School, 2008

Managed teacher interns, teacher coaches, and operations at elementary summer school.

7th Grade English Teacher/TFA Corps Member, Merritt Middle School, 2001-2003

Recognition/Service

Presenter, National Conference on Magnet Schools, Dallas, TX, 2023

Member, TUSD Magnet Oversight Committee, 2023

Graduate, TUSD Leadership Prep Academy, 2022

President, Miles Exploratory Learning Center Parent-Teacher Association, 2019-2022

Member, TUSD School Re-Entry Planning Committee, 2020

TUSD High School Teacher of the Year, 2019

TAP Campus Teacher of the Year, 2017



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Appointment of Non-Administrative Personnel

BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of February 5, 2024.

RECOMMENDATION:

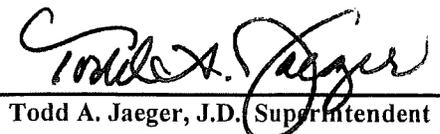
It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D. Superintendent

2/13/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Rennecker	Dale	Maintenance Technician II	CL-RET	Facilities Support	8	5+ years	Replacement		
Suarez	Ana	Food Service Attendant	CL-RET	Ironwood Ridge High			Rehire		\$17.07 per hour
Bradley	John	Special Events Worker	CL	CDO High School			Rehire		\$14.35 per hour
Christen	Amber	Campus Monitor	CL	Walker Elementary	1	0 years	Replacement	Mr. Trimble	
Fornes	Cristina	Cook	CL	Rio Vista Elementary	1	5 years	Replacement	Mr. Greeson	
Lerma	Mercy	Food Service Attendant	CL	Wilson K-8 School	1	0 years	New	Mr. Greeson	
Tuffly	Conrad	Student Worker	ASW	Nash Elementary			Rescind		
Balachandran	Devahi	ADDN - Certified Tutor	ADDM	Amphi High School			Rehire		\$30.00 per hour

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

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

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

02/13/2024
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Abernathey	Alex		CT		01/18/2024	
Davis	Heather		CT		01/17/2024	
Diaz	Guillermo		CT		01/17/2024	
Dunnet	Gavin		CT		01/23/2024	
Marsh	Gregory		CT		01/18/2024	
McLaren	Julie		CT		01/18/2024	
Nash	Sara		CT		01/18/2024	
Petersen	Taylor		CT		01/18/2024	
Salazar	Ana		CT		01/23/2024	
Smith	Kathryn		CT		01/17/2024	
Terry	Jade		CL		01/18/2024	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Personnel Changes

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of February 12, 2024.

In order to remain competitive and hire new teachers, Administration recommends a \$4,300.00 market adjustment to the starting salary placement schedule for brand new/first year teachers for the 2024-2025 fiscal year as follows:

	BACHELORS	BA/BS + 15	MASTERS	MA/MS + 15	ED SPEC/NBCT	DOCTORATE
Current Starting Salary	\$42,286.65	\$42,953.40	\$44,286.90	\$44,952.60	\$46,286.10	\$47,618.55
Market Adjustment	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00
2024-2025 Starting Salary	\$46,586.65	\$47,253.40	\$48,586.90	\$49,252.60	\$50,586.10	\$51,918.55

In August 2023, the accountant classification's placement schedule was adjusted to have a beginning salary of \$54,223.43 due to an unfilled vacancy since February 2023. However, the position still remains unfilled along with additional vacancy. Therefore, Administration recommends the accountant classification receive an additional adjustment to the salary placement schedule as follows:

<u>Professional Position</u>	<u>Minimum</u>	<u>Maximum*</u>
Accountant	\$60,000.00	\$99,276.00

RECOMMENDATION:

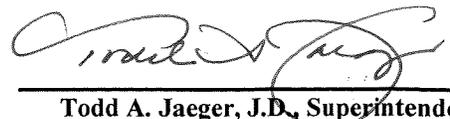
It is the recommendation of the Administration that the personnel changes be approved as presented as well as the market adjustment of \$4,300.00 to brand new/first year teacher starting salary for the 2024-2025 fiscal year and adjustment to the accountant classification's placement schedule.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 12, 2024



Todd A. Jaeger, J.D., Superintendent

2/13/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Fulks	Neal	Teacher - Pandemic Recovery	CT	Ironwood Ridge High	Added Duty			\$9,488.45
Gipson	Lori	Teacher - History	CT	Ironwood Ridge High	Added Duty			\$10,293.29
Menaugh	Jill	Teacher - Art	CT	Ironwood Ridge High	Added Duty			\$12,406.66
Smith	Lucas	Teacher - Mathematics	CT	Amphi High School	Decrease FTE			<0.2 FTE>
Crawford	Janie	Food Service Attendant - Lead	CL	Wilson K-8 School	Increase FTE			+0.125 FTE
Evans	Leonda	Transportation Attendant	CL	Transportation	Reassignment	1	0 years	\$14.50 per hour
Granderson	Darla	Food Service Attendant	CL	Coronado K-8 School	Transfer			
McKenzie	Briana	Food Service Attendant	CL	Rio Vista Elementary	Increase FTE			+0.125 FTE
Montiel Reyes	Amy	Food Service Attendant	CL	Ironwood Ridge High	Transfer	1	<\$0.15>	
Pacheco	Alma	Behavioral Intervention Monitor	CL	Coronado K-8 School	Transfer		<\$0.15>	
Randall	Robin	Classroom Aide/Caregiver	CL	Holaway Elementary	Transfer			
Truman	Marianne	Food Service Attendant	CL	Copper Creek Elementary	Decrease FTE			<0.0625 FTE>
Vasquez	Tanya	Instructional Aide	CL	Keeling Elementary	Additional Position	1	3 years	
Anderson	Benjamin	ADDN - Musical Assistant Director H:	ADCT	Ironwood Ridge High	Addendum			\$1,696.00
Bonar	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$1,980.00
Bonar	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$30.00 per hour
De La Rocha	Natalia	ADDN - Certified Tutor	ADCT	Walker Elementary	Addendum			\$30.00 per hour
Escalante	Ana	ADDN - Certified Tutor	ADCT	Cross Middle School	Addendum			\$30.00 per hour
Evans	Bethany	Coach - Track Assistant HS	ADCT	Amphi High School	Addendum			\$2,400.00
Frick	Sumaya	ADDN - Added Duty	ADCT	Wetmore Center	Addendum			\$28.22 per hour
Godlewski	Fabienna	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$30.00 per hour
Godlewski	Fabienna	ADDN - R.I.S.E. (Teacher)	ADCT	CDO High School	Addendum			\$1,980.00

31

*	2022-2023 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
Gritis	Abigail	Coach - Soccer Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,400.00	
Mendivil	Jorge	Coach - Track Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Olszewski	Cynthia	ADDN - Homebound	ADCT	CDO High School	Addendum		\$30.00 per hour	
Rose	Stileda	Coach - Track Head HS	ADCT	Amphi High School	Addendum		\$3,000.00	
Rouille	Doreen	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$2,160.00	
Scheel	Christopher	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum		\$1,425.00	
Schwingbeck	Michael	Coach - Baseball Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Smith	Shawn	Coach - Baseball Assistant HS	ADCT	Amphi High School	Addendum		\$2,400.00	
Todd	Cary	Coach - Basketball Head - 3rd Seaso	ADCT	La Cima Middle School	Addendum		\$1,700.00	
Wentworth	Ann	ADDN - R.I.S.E. (Teacher)	ADCT	Ironwood Ridge High	Addendum		\$2,160.00	
Willis	John	Coach - Equipment Technician Spring	ADCT	Amphi High School	Addendum		\$1,850.00	
Willis	John	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum		\$1,425.00	
Hernandez	Mary	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.50 per hour	
Santiago	Lianabel	ADDN - Instructional Aide	ADCL	Prince Elementary	Addendum		\$14.50 per hour	

*	2022-2023 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: February 13, 2024

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of February 5, 2024.

RECOMMENDATION:

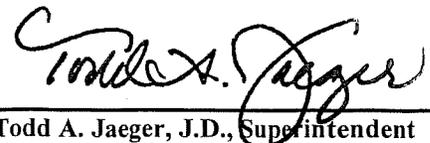
It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D., Superintendent

2/13/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Griffith	Heather	Teacher - English	CT	Amphi High School	11/06/2023	Start
Spencer	Dawna	Teacher - Cross Categorical Classr	CT	Wilson K-8 School	12/04/2023	Start
Spencer	Dawna	Teacher - Cross Categorical Classr	CT	Wilson K-8 School	12/20/2023	End
Ahumada	Deborah Ann	HR Recruitment Specialist	CL	Wetmore Center	01/23/2024	End
Altamirano	David	Auto Mechanic I	CL	Transportation	01/19/2024	Start
Baron	Craig	Instructional Technology Specialist	CL	Cross Middle School	01/16/2024	End
Dees	Barbara	Special Education Teaching Assist	CL	Copper Creek Elementary	01/23/2024	Start
Garcia	Guadalupe	Custodian I	CL	Cross Middle School	02/01/2024	Extension
Hizny	April Dawn	Accountability & Research Assista	CL	Wetmore Center	12/01/2023	End
Meneses	Annmarie	Transportation Attendant	CL	Transportation	01/08/2024	Start
Ramirez Aguilar	Juana	Custodian I	CL	Walker Elementary	01/12/2024	Start
Rodriguez	Conni	Transportation Attendant	CL	Transportation	01/05/2024	End
Rundquist	Jamie	Bus Driver	CL	Transportation	01/08/2024	Start
Rundquist	Jamie	Bus Driver	CL	Transportation	01/08/2024	End
Salaz III Smith	Yvonne	Security Officer	CL	Ironwood Ridge High	01/09/2024	Start
Slack	Rosie Mary	Custodian II	CL	Painted Sky Elementary	01/08/2024	Start
Slack	Rosie Mary	Custodian II	CL	Painted Sky Elementary	01/26/2024	End
Warrick	Reniza	School Nurse	CL	Amphi High School	03/04/2024	Extension

34

- * 2022-2023 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: February 13, 2024

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of February 12, 2024.

RECOMMENDATION:

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

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 12, 2024



Todd A. Jaeger, J.D., Superintendent

2/13/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Cozart	Becky	Teacher - P. E.	CT-RET	Harelson Elementary	05/17/2024	Retirement	
Acevedo	Stephanie	Teacher - Cross Categorical	CT	Amphi High School	05/17/2024	Resignation	
Caputo	Ann	Teacher - Grade 4	CT	Harelson Elementary	05/17/2024	Retirement	
Christensen	Brittney	Teacher - Cross Categorical	CT	Amphi High School	05/17/2024	Resignation	
Duarte	Pamela	Teacher - Cross Categorical	CT	CDO High School	05/17/2024	Retirement	
Faulkner	Violet	Teacher - Mathematics	CT	Amphi High School	05/17/2024	Retirement	
Lopez	Flor	Teacher - ELL/SEI	CT	Nash Elementary	05/17/2024	Retirement	
Maddox	Kenzie	Teacher - Grade 1	CT	Prince Elementary	05/17/2024	Resignation	
Olea-Rowe	Briana	Teacher - Academic Intervener	CT	La Cima Middle School	05/17/2024	Resignation	
Olea-Rowe	Briana	Teacher - Mathematics	CT	La Cima Middle School	05/17/2024	Resignation	
Parkey	Kenda	Teacher - Kindergarten	CT	Prince Elementary	05/17/2024	Retirement	
Taylor	Mickella	Teacher - Cross Categorical	CT	Nash Elementary	05/17/2024	Resignation	
Thai	Tran	Teacher - Special Education	CT	Nash Elementary	05/17/2024	Resignation	
Van Varenberg	Tineke	Teacher - Language Arts	CT	La Cima Middle School	05/17/2024	Resignation	
Van Varenberg	Tineke	Teacher - Academic Intervener	CT	La Cima Middle School	03/05/2024	Resignation	
Van Varenberg	Tineke	Teacher - Writing Lab	CT	La Cima Middle School	05/17/2024	Resignation	
Yawitz	Dennis	Teacher - ED (SPED) Class	CT	Harelson Elementary	01/26/2024	Breach of Contract	
Fredericks	Christy	School Nurse	CL-PR	Cross Middle School	02/09/2024	Breach of Contract	
Altamirano	David	Auto Mechanic I	CL	Transportation	01/19/2024	Resignation	
Apple	John	Custodian III	CL	Amphi High School	03/08/2024	Retirement	
Ashmore	Kristy	Library Assistant	CL	Keeling Elementary	05/23/2024	Retirement	
Bojorquez	Ramon	Routing Coordinator	CL	Transportation	01/25/2024	Resignation	
Chapman	Thelma	Bus Driver Trainee	CL	Transportation	12/18/2023	Resignation	

36

*	2022-2023 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
Díaz	Herman	Journeyman Electrician	CL	Facilities Support	01/26/2024	Retirement	
Frost	Lindsay	Special Education Teaching	CL	Rillito Center	01/19/2024	Resignation	
Gonzalez	Diego	Custodian I	CL	Hareison Elementary	01/25/2024	Resignation	
Kroell	Lorraine	Bookstore Clerk	CL	Ironwood Ridge High	05/31/2024	Retirement	
Mone	Elaira	Classroom Aide/Caregiver	CL	Rillito Center	01/19/2024	Resignation	
Sharpless	Michael	Instructional Aide	CL	Rio Vista Elementary	12/21/2024	Resignation	
Vasquez	Paula	Food Service Attendant	CL	Rio Vista Elementary	01/22/2024	Resignation	

*	2022-2023 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

02/13/2024
GOVERNING BOARD MEETING
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Carlson	Kimberley		CT		01/11/2024	
Walker	Kristi		CT		01/23/2024	

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Stipend for Coaching Volunteers

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of February 5, 2024.

RECOMMENDATION:

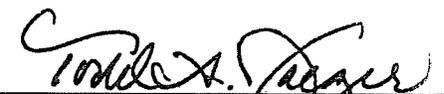
It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D., Superintendent

2/13/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Azares	Jerry	Coach - Volleyball Assistant - 2nd	Ironwood Ridge High	Stipend	\$2,400.00
Britt	Darin	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Bugarin Espinoza	Melissa	Coach - Softball Assistant HS	Amphi High School	Stipend	\$2,400.00
Danehy	Tom	Coach - Tennis Head HS	Amphi High School	Stipend	\$2,600.00
Frederick	Miichael	Coach - Volleyball Head - 2nd Seas	Amphi High School	Stipend	\$3,000.00
Harvey	Zion	Coach - Track Assistant HS	Amphi High School	Stipend	\$2,400.00
Hyde	Joshua	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Kang	Kathy	Associate Coach	CDO High School	Stipend	\$1,000.00
Kochanski	Michael	Coach - Baseball Assistant HS	CDO High School	Stipend	\$2,400.00
Landers	Courtney	Associate Coach	Ironwood Ridge High	Stipend	\$1,000.00
Lopez	Francisco	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
McNeil	Donald	Coach - Track Assistant HS	CDO High School	Stipend	\$1,200.00
Moritz	James	Coach - Volleyball Head HS	Ironwood Ridge High	Stipend	\$3,000.00
Murphy	Chelsey	Coach - Track Assistant HS	CDO High School	Stipend	\$2,400.00
Palmer	LaTisha	Coach - Track Head HS	CDO High School	Stipend	\$3,000.00
Sherman	Stuart	Coach - Beach Volleyball - Head	CDO High School	Stipend	\$3,000.00
Taylor	Thomas	Coach - Track Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00

40

* 2022-2023 School Year



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Fiscal Year 2024-2025 Form of Contract for New-to-the-District Candidates

BACKGROUND:

The month of February kicks off the District's recruitment efforts for the ensuing fiscal year. It all starts with the District's annual "All Jobs – In and Out of the Classroom" career fair. At the career fair, district administrators offer letters of intent to hire candidates who interview for a certificated or professional Fiscal Year (FY) 24-25 vacancy. This agenda item is provided to permit the Governing Board to consider the forms of FY 24-25 contracts for new-to-the-District certificated and professional candidates to permit those candidates who received a letter of intent at the Career Fair to be offered a FY 24-25 contract as soon as possible.

A separate agenda item will be presented in March 2024 to permit the Governing Board to consider forms of FY 24-25 contract for the employees who are currently employed by the District.

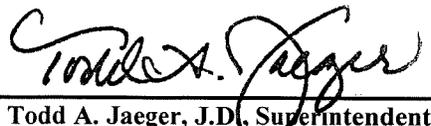
RECOMMENDATION:

Administration recommends that the Governing approve the forms of contract as presented for use with new to the District candidates being hired for FY 24-25 into a certificated for professional position.

INITIATED BY:


John Hastings, Director of Human Resources

Date: February 5, 2024


Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on the XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in

A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively,

Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

The Governing Board:

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

10. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

11. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Part-Time)

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section seven (7). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. This Contract is for the part-time employment of Teacher. Teacher understands that Teacher is not a full-time employee as determined by state law and the salary reflected above is a pro-rated amount based on Teacher's full-time equivalency. Teacher is advised that continuing teacher status, if previously obtained, is lost and terminates upon a reduction to part-time status of less than forty percent (40%).

5. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

6. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

7. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may

not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

8. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

9. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

10. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

11. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Short Term)

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher. Board hereby notifies Teacher, and Teacher hereby acknowledges, that his/her employment is for the fiscal year only and that Teacher's contract will not be renewed for the following year. This contract will automatically terminate upon the conclusion of the fiscal year without need for any further notice or action on either party's part.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee

eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NEW HIRE CERTIFICATED TEACHER'S CONTRACT
(Standard)

This contract is entered into between ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified, according to Arizona Department of Education standards and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15550, if Teacher is arrested for or charged with any non--appealable- offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product

or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

11. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

12. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Teacher

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Ten Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATOR'S CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive performance pay if Administrator qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Ten Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial

interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2024-2025 school year only. Professional is hereby notified that Professional's employment is for the 2024-2025 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment or revision to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE PROFESSIONAL NON-TEACHING (INCLUDING EXEMPT) STAFF CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Professional") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Professional for fiscal year 2024-2025 ("the fiscal year"). The contract year for Professional shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Professional.

2. District agrees to pay Professional a salary of _____ together with any salary increase approved for Professional as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Professional to confirm Professional's appointment for the 2024-2025 school year. The parties intend, however, that the Professional salary for this contract be the amount approved for Professional by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Professional's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Professional, then the amount approved by the Governing Board shall govern. Professional will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Professional in accordance with this contract. Professional shall also receive performance pay if Professional qualifies for such pay in accordance with the District's performance pay plan(s). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Professional shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Professional's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Professional may carry forward no more than forty (40) days of vacation from one fiscal year into the next.

3. Professional shall teach/serve in the school(s) or department(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract.

4. If a valid Arizona certificate, license or fingerprint card is required for Professional's employment, Professional's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void and Professional's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Professional acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Professional's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Professional shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Professional warrants the truth of all representations and statements made by Professional to District in connection with Professional's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Professional is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Professional shall immediately report the arrest or charge to Professional's supervisor. Failure to do so shall result in Professional's immediate dismissal in accordance with Arizona law.

8. Professional affirms and represents that Professional and Professional's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Professional affirms that Professional will disclose, in the records of the District's central office, whenever Professional or Professional's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Professional hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Professional acknowledges and represents that Professional has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Professional also acknowledges, desires and intends that District and Professional will not make the contributions to ASRS for the salary paid to Professional pursuant to this Contract or pursuant to any other aspect of Professional's employment with District, but will comply with A.R.S. § 38-766.02. Professional also acknowledges, desires and intends that Professional will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Professional therefore expressly agree that Professional's employment under this Contract is for 2024-2025 school year only. Professional is hereby notified that Professional's employment is for the 2024-2025 school year only and Professional's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Professional is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Professional shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Professional understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Professional to disciplinary action before the State Board of Education, including revocation of Professional's certificate. Professional therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Professional also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Professional does not fulfill the full term of this Contract. Professional and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Professional's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Professional's breach of this contract in this respect. Professional and District specifically agree that the liquidated damages which may be assessed against Professional for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Professional agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Professional from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Professional must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Professional

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator's benefits shall also include four (4) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back ten (10) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. § 15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
ASRS RETIREE RETURNING TO WORK
NEW HIRE ADMINISTRATIVE EXEMPT (MULTI-POSITION OFFICER) CONTRACT
(Twelve Month)

This contract is entered into between _____ ("Administrator") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Administrator for fiscal year 2024-2025 ("the fiscal year"). The contract year for Administrator shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Administrator.

2. District agrees to pay Administrator a salary of _____ together with any salary increase approved for Administrator as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Administrator to confirm Administrator's appointment for the 2024-2025 school year. The parties intend, however, that the Administrator salary for this contract be the amount approved for Administrator by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Administrator's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Administrator, then the amount approved by the Governing Board shall govern. Administrator will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Administrator in accordance with this contract. Administrator shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. Administrator's benefits shall also include six (6) full weeks of paid vacation per year. For the purposes of this section, "a year" means the period of time beginning July 1st of any calendar year and ending June 30th of the following calendar year. Administrator may carry forward no more than forty (40) days of vacation from one fiscal year into the next. Administrator may sell back twenty (20) days of vacation within the fiscal year, to be paid at Administrator's daily rate of pay.

3. Administrator shall serve in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Administrator certifies that if Administrator supervises classroom instruction, Administrator will ensure that such instruction will be in accordance with state academic standards as established by the State of Arizona Board of Education.

4. If a valid Arizona certificate, license or fingerprint card is required for Administrator's employment, Administrator's employment shall be conditioned upon the possession at all times of the same, as well as the satisfactory completion of a background check. This contract shall be null and void, and Administrator's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Administrator acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Administrator's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Administrator shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Administrator warrants the truth of all representations and statements made by Administrator to District in connection with Administrator's employment. Any breach of this warranty may be grounds for termination of employment.

7. Pursuant to A.R.S. § 15-550, if Administrator is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Administrator shall immediately report the arrest or charge to Administrator's supervisor. Failure

to do so shall result in Administrator's immediate dismissal in accordance with Arizona law.

8. Administrator affirms and represents that Administrator and Administrator's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Administrator affirms that Administrator will disclose, in the records of the District's central office, whenever Administrator or Administrator's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

9. Administrator hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Administrator acknowledges and represents that Administrator has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Administrator also acknowledges, desires and intends that District and Administrator will not make the contributions to ASRS for the salary paid to Administrator pursuant to this Contract or pursuant to any other aspect of Administrator's employment with District, but will comply with A.R.S. § 38-766.02. Administrator also acknowledges, desires and intends that Administrator will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. District and Administrator therefore expressly agree that Administrator's employment under this Contract is for 2024-2025 school year only. Administrator is hereby notified that Administrator's employment is for the 2024-2025 school year only and Administrator's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

10. Administrator is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Administrator shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

11. Administrator understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Administrator to disciplinary action before the State Board of Education, including revocation of Administrator's certificate. Administrator therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Administrator also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Administrator does not fulfill the full term of this Contract. Administrator and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Administrator's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Administrator's breach of this contract in this respect. Administrator and District specifically agree that the liquidated damages which may be assessed against Administrator for resigning or leaving employment without advance Governing Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Administrator agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Administrator from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

12. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

13. Pursuant to Arizona law, Administrator must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXXX.

Administrator

AMPHITHEATER UNIFIED SCHOOL DISTRICT
CERTIFICATED ASRS RETIREE RETURNING TO WORK
NEW HIRE TEACHER'S CONTRACT

This contract is entered into between _____ ("Teacher") and the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona ("District"). The parties agree as follows:

1. District agrees to employ Teacher for fiscal year 2024-2025 ("the fiscal year"). The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by the employment contracts shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Teacher.

2. District agrees to pay Teacher a salary of _____ together with any salary increase approved for Teacher as part of the 2024-2025 compensation package approved by the Governing Board upon completion of the meet and confer process. District is providing this contract to Teacher to confirm Teacher's appointment for the 2024-2025 school year. The parties intend, however, that the Teacher salary for this contract be the amount approved for Teacher by the Governing Board as part of the 2024-2025 compensation package and that said amount shall not be less than the salary stated above for Teacher's full-time employment for the 2024-2025 fiscal year. In the event there is a difference between the salary amount stated here and the amount approved by the Governing Board to be paid as salary to Teacher, then the amount approved by the Governing Board shall govern. Teacher will not be mandated to file additional paperwork/amendment to receive the additional monies as these sums will be automatically directed to Teacher in accordance with this contract. Teacher shall also receive performance pay if Teacher qualifies for such pay in accordance with the District's performance pay plan(s), subject to any reduction in Classroom Site Funding as described below in section six (6). The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's performance pay plan(s). Teacher shall also receive such fringe benefits as the Governing Board has approved for this fiscal year. The Teacher's compensation shall be payable in bi-weekly installments as Teacher directs.

3. Teacher shall teach such grade, grades or subjects in the school(s) of the District and at such location(s) as the Governing Board, Superintendent, Principal, or their designees, may direct for the fiscal year and will faithfully perform the duties as may be assigned according to law, rules, policies and regulations legally established for the governance of the District as are in effect or may be amended during the term of this contract. Teacher shall teach in accordance with the academic standards established by the State of Arizona Board of Education.

4. Teacher's employment is conditioned upon the possession at all times of a valid Arizona Teacher's certificate for the position being offered and upon the possession at all times of a valid fingerprint clearance card, as well as the satisfactory completion of a background check and minimum requirements for the District's Teacher job description. Teacher agrees to be appropriately certified according to Arizona Department of Education standards, and to hold all requisite endorsements appropriate to the position held by the commencement date and throughout the duration of this contract. This contract shall be null and void and Teacher's employment shall be terminated if these conditions are not satisfied.

5. District's budget incorporates assumptions about the amount of funding that will be available to the District. Teacher acknowledges and agrees that at any time after execution of this contract, the Base Salary specified above may be reduced by an amount not to exceed four percent (4%) of Teacher's salary or may be cancelled, if any of the following, individually or in conjunction, occurs: a) if the District's Base Support Level, the Revenue Control Limit, or the General Budget Limit authorized for the 2024-2025 fiscal year is less or becomes less than that authorized at the beginning of the 2024-2025 fiscal year; b) the District fails to receive, during the 2024-2025 fiscal year, funds in the amount initially budgeted for such year due to a transition to current year funding or for any other reason; or c) the District does not receive federal or state funds that, as of May 30, 2024, the District anticipates receiving for use in the 2024-2025 fiscal year. Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. In addition, if the District receives new and undesignated state or federal funding after execution of this agreement, and such funding may be utilized for staff compensation, the compensation paid under this contract may increase following additional meet and confer proceedings and recommendations and Governing Board action.

6. Pursuant to A.R.S. § 15-977 and provisions of the Proposition 301 Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with Teacher's employment. Any breach of this warranty may be grounds for termination of employment.

8. Pursuant to A.R.S. § 15-550, if Teacher is arrested for or charged with any non-appealable offense listed in A.R.S. § 41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in Teacher's immediate dismissal in accordance with Arizona law.

9. Teacher affirms and represents that Teacher and Teacher's dependents will not have a financial interest in any product or service purchased or otherwise procured by the District during the fiscal year. Alternatively, Teacher affirms that Teacher will disclose, in the records of the District's central office, whenever Teacher or Teacher's dependents do have a financial interest in a school district procurement of any product or service. This Contract is subject to cancellation pursuant to A.R.S. § 38-511, regarding conflicts of interest.

10. Teacher hereby acknowledges and agrees that his/her employment is pursuant to A.R.S. § 38-766.01 which allows retirees under the Arizona State Retirement System ("ASRS") to return to work after retirement under certain conditions. Teacher acknowledges and represents that Teacher has attained normal retirement age as set forth by the ASRS, has retired under the ASRS, has terminated employment with all ASRS participating employers for at least twelve months, i.e. three hundred sixty-five (365) calendar days, before returning to work, and has chosen to work without interrupting or terminating receipt of ASRS retirement benefits. Teacher also acknowledges, desires and intends that District and Teacher will not make the contributions to ASRS for the salary paid to Teacher pursuant to this Contract or pursuant to any other aspect of Teacher's employment with District, but will comply with A.R.S. § 38-766.02. Teacher also acknowledges, desires and intends that Teacher will not accrue credited service, retirement benefits or long-term disability program benefits through ASRS for the employment agreed to pursuant to this contract. Finally, Teacher expressly acknowledges that Teacher is not subject to the requirements and conditions prescribed in Arizona Revised Statutes §§ 15-538, 15-538.01 and 15-539 through 15-543, including but not limited to, accrual of continuing status, preliminary notice of inadequacy of performance, or contract renewal. District and Teacher therefore expressly agree that Teacher's employment under this Contract is for 2024-2025 school year only. Teacher is hereby notified that Teacher's employment is for the 2024-2025 school year only and Teacher's contract will not be renewed for the following school year. This contract will automatically terminate upon the conclusion of the 2024-2025 school year without any further notice or action on either party's part.

11. Teacher is entitled to have the same paid holidays as other certificated employees in which that position is normally assigned. Teacher shall also receive the same number of sick and personal days in which that position is normally assigned, but unused personal or sick days will not be paid out at the end of the year. Fringe benefits-eligibility for health insurance, life insurance and the Employee Assistance Program will be determined under existing District policy.

12. Teacher understands that, pursuant to A.R.S. §15-545, resignation from employment during this contract without obtaining advance Governing Board approval is an unprofessional act which may subject Teacher to disciplinary action before the State Board of Education, including revocation of Teacher's certificate. Teacher therefore agrees not to resign from employment prior to the conclusion of the final duty day required by this Contract, unless the resignation has been approved in advance by the Governing Board. Teacher also recognizes that District will incur expenses of securing a replacement, including substitute costs, in the event that Teacher does not fulfill the full term of this Contract. Teacher and District agree that these expenses and the damage done to District's program and its students due to the premature loss of Teacher's services are difficult to determine, and therefore that it is appropriate to assess a certain amount as liquidated damages in the event of Teacher's breach of this contract in this respect. Teacher and District specifically agree that the liquidated damages which may be assessed against Teacher for resigning or leaving employment without advance Board approval shall be the amount of two thousand five hundred dollars and no cents (\$2,500.00). Teacher agrees that District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any earnings due to Teacher from any fiscal year, or from any other source. District will consider individual circumstances in the application of this provision.

13. This contract constitutes the entire agreement of the parties, and any prior or contemporaneous agreements, whether written or oral, are superseded by this contract except as provided or referenced herein. Any subsequent amendment or addendum to this contract shall be in writing and signed by both parties. This contract and any subsequent amendment, revision, or addendum to this contract is subject to all applicable State and Federal statutes.

14. Pursuant to Arizona law, Teacher must sign this Contract and return it to the District's Human Resources Office within fifteen (15) days from the date it is issued, without any additions or deletions, or District's offer of employment shall be automatically revoked.

APPROVED AT A LEGALLY CONVENEED MEETING OF THE GOVERNING BOARD on XXX.

Teacher



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

DATE OF MEETING: February 13, 2024

TITLE: Approval to Provide Post-Retirement Employment Opportunities during the 2024-2025 Fiscal Year

BACKGROUND:

Arizona's school funding formulas pose challenges for public school districts in competing for essential personnel, exacerbated by the ongoing national labor shortage following the "Great Resignation" of 2021. Despite increased employee turnover and rising wages in the market, public schools struggle to keep pace with private industry due to stagnant state funding formulas. As a result, districts face wage compression with each annual minimum wage hike, unable to match the hiring power of private employers who can adjust consumer pricing.

The state's failure to adapt funding to accommodate mandated minimum wage increases since January 2017 further compounds the issue. The shortage of qualified teachers worsens, especially in critical disciplines like math and science, aggravated by retirements and competition from other sectors. Even after the disruptions of the COVID-19 pandemic, teacher attrition remains a pressing concern nationwide.

Federal and state laws mandate high qualifications for educators despite workforce shortages. Amphitheater Public Schools, like many districts, offers salary incentives for hard-to-fill positions and utilizes a third-party arrangement with Educational Services, Inc. (ESI) to retain retirees, preserving valuable skills. Last year, the ESI contract was procured through the Mohave Cooperative, a procurement cooperative approved by the State of Arizona.

Lease-Back Employee Option

Arizona state law permits school districts to lease-back retired personnel from a third-party vendor, like ESI, without violating state retirement rules. The legality of retaining retired teachers and other employees through a third party "lease-back" arrangement is expressly established in A.R.S. § 15-502. It reads in relevant part:

"The governing board may obtain the services of any employee, including teachers, substitute teachers and administrators, by contracting with a private entity that employs personnel required by the school district."

Recognizing that the District has a goal of hiring employees directly when possible, the District has offered a program to lease-back ASRS retirees through a third-party vendor ("TPV"), like ESI, for several years, and participants have been very positive about the opportunity. The program's approval by the Board expires at the end of this fiscal year.

Benefits of Hiring Retired Employees

Permission to hire ASRS retirees in FY 2024-2025, whether by direct-hire or by lease through a TPV, is more important than ever. The District needs to be able to retain the loyal and dedicated employees who have helped it continue services to students and the community during the pandemic. An employee eligible to retire risks

losing retirement payments to which they are entitled if they wait to retire to be able to continue working at the District.

By granting permission to hire ASRS retirees, the District employees who are eligible to retire will benefit because they will not have to wait to retire to continue doing their current job. Instead, they will be able to keep earning an income from the District while also receiving the retirement income that they are eligible to receive. It will also benefit the District by enabling it to retain loyal and trained employees, and by expanding the number of eligible candidates who the District can hire to fill its vacancies. There is also a slight savings when the District hires an ASRS retiree, particularly when the employee is a direct hire, since the alternative contribution owed to ASRS for an ASRS Retiree Return to Work is slightly less than for an employee who participates in the ASRS system.

Proposed Terms and Conditions for Retired Employees

It is proposed that the Board permit the hiring of retirees through a TPV to fill a District position under the following terms and conditions:

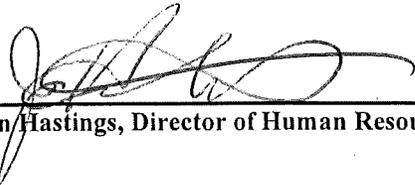
1. The post-retirement employment option will be offered for the 2024-2025 fiscal year and allow the retiree's retention through a TPV, such as ESI, as may be selected by the District from the available options through the Mohave procurement cooperative, or its equivalent, beginning on July 1, 2024.
2. This option will be available for all employment classifications in the District who retired with an ASRS-provider less than twelve months (365 calendar days) before July 1, 2024. However, it is recommended that qualified retired individuals who have been separated from direct employment with an ASRS-provider for more than twelve months by July 1, 2024 be hired directly by the District, which will avoid TPV fees for that individual, and, if the retiree is in a position for which a District contract is issued, that the appropriate ASRS Retiree Return to Work contract version be issued for the retired staff member.
3. In the event of an emergency, the Superintendent or designee may appoint a retiree to fill a position on a temporary basis. This temporary appointment may be in effect for only one school year or until the position is otherwise filled, whichever comes first. The temporary appointee may apply for the position and go through the competitive process as stated above.
4. The terms of the retiree's employment with the approved TPV will be determined by the provider in consultation with the District, and the retiree must acknowledge those terms prior to placement with the District.
5. It is further recommended that an ASRS retired employee who is currently working for the District, whether hired through a TPV or by direct hire with the District (once qualified), continue to be compensated at the same rate (prorated by FTE) as this year and receive the benefit of any Board-approved compensation increase that may be approved for FY 2024-2025 if they remain in the same classification. The compensation of any ASRS Retiree Return to Work who is hired as a new hire or who is hired into a different classification from that worked in FY 2023-2024 shall be paid at 100% of the wage for which a non-ASRS retiree would qualify in the same circumstances.
6. Employment transitions between direct hire by the District and employment with the TPV must occur at the start of a pay period.

7. The approved TPV will make and/or pay all appropriate payroll deductions and taxes. The District will pay a service fee to the provider as determined by the District's contract with the vendor. The District will also make the requisite contribution to the ASRS, which does not modify the retiree's retirement benefits.
8. Personnel placed with the District through this program must meet all District, Arizona state and federal qualification standards, including but not limited to, fingerprint/background clearance, certification, endorsement, education level, and licensure.
9. Regardless of their status as employees of a third party rather than the District, all personnel placed with the District must comply with district, state and federal laws, policies, regulations, directives as well as school improvement plans of Amphitheater Public Schools.

RECOMMENDATION:

This item is presented for the Board's discussion, consideration and, if desired, approval and direction to the Administration.

INITIATED BY:



John Hastings, Director of Human Resources

Date: February 5, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Minutes of Previous Meeting(s)

BACKGROUND:

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

January 9, 2024
January 23, 2024

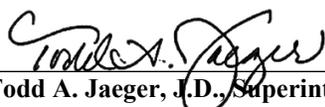
RECOMMENDATION:

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

INITIATED BY:


Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: February 5, 2024


Todd A. Jaeger, J.D., Superintendent

**Minutes of the Organizational Governing Board Meeting
Amphitheater Public Schools
Tuesday, January 9, 2024**

An Organizational public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, January 9, 2024, beginning at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members

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

Superintendent's Cabinet Members

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, Associate Superintendent for Secondary Education
Ms. Elizabeth Jacome, Director of Curriculum and Assessment
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

President Day called the meeting to order at 6:00 p.m. and invited members of the audience to sign the guest register.

2. PLEDGE OF ALLEGIANCE

Superintendent Jaeger introduced J. J. Letts, Principal of Coronado K-8 School. Ms. Letts thanked the Governing Board for the opportunity to lead the pledge tonight. She introduced Travis, Addyson, Josh, Isabelle and June. The students said the pledge and introduced their families in attendance.

Vice President Cox Golder presented the students with certificates of recognition. A picture was taken with the students, Ms. Letts, the Governing Board, and Superintendent Jaeger.

3. RECOGNITION OF STUDENT ART

The Coronado K-8 School art teachers were unable to attend the meeting. The students that had art displayed explained the idea behind their piece and the media they used to create it.

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

President Day announced that the Special Governing Board meeting would be held on Tuesday, January 23, 2024 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

5. INFORMATION

A. Nomination and Election of Governing Board President and Vice President

Arizona law, A.R.S. §15-521, requires that the Governing Board hold an organizational meeting annually between January 1 and January 15. The same section of Title 15 requires that the Board elect a president from among its members. The President of the Board presides over all meetings of the Board, in accordance with Arizona law and District Policies.

A.R.S. §15-521(D) provides that the Board must prescribe rules for its own governance. Governing Board Policy BDA, one of the Governing Board rules of governance, does require the election of a

clerk, which the Board has traditionally designated as “Vice-President”. The Vice-President presides over all meetings of the Board at which the President is not present.

The nomination of officers, under Roberts Rules of Order, may be done by open nomination. The President initiates this method by simply calling for nominations from the floor. Alternatively, any member could offer a motion that nominations be made from the floor. After passage of such a motion, or upon initiation by the President, the current President takes all nominations for the office of president first. Board members may, alternatively, move the nomination of a candidate, requiring a second and a passing vote for the nominee to be placed on the slate of candidates. This of course, adds an additional step to the election process and is not recommended for small bodies like the Board.

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

Under Roberts Rules, there are technically several ways of conducting the election of officers following the nomination process; those that are practicable and applicable to the election of Governing Board officers are described below. Secret balloting, for example, is permitted by Roberts Rules, but not by the Arizona Open Meeting Law. Once again, any one of the alternative methods below may be used – either upon selection of method by the current President or by motion (the latter of which controls in the event of conflict). If a voting method is selected, the chair should explain how the matter will proceed prior to the vote being taken.

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

Voice or Other Voting. Absent election by acclamation, a vote of the Board on nominees is required by voice, roll call, show of hands or rising (where Board members stand). Roberts provides that, unless a method of voting is selected upon motion, the chair will decide the method based upon the nature of the election, closeness of the expected vote, and the size of the group.

The current President announces the result of a vote formally, for the record. Until that announcement, Roberts permits any Board member to change their vote. In the event of a tie between nominees, the chair may call for a new vote to determine the tie.

Superintendent Jaeger introduced the item and provided an overview of the Governing Board Officer election process (as stated above) beginning with the office of the Presidency and then followed by the Vice President, who serves in the absence of the President. Superintendent Jaeger said the nomination of the Vice President is overseen by the newly elected President.

President Day began by asking if any Governing Board members wished to offer a nomination for President. President Day nominated Dr. Baker; Vice President Cox Golder seconded. There were no other nominations and through acclamation, Dr. Baker was declared President.

Ms. Day passed the gavel to President Baker and he continued the meeting.

President Baker asked for nominations for Vice President. Vice President Cox Golder nominated Ms. Zibrat for the Office of Vice President; Ms. Day seconded. There were no other nominations and through acclamation, Ms. Zibrat was declared Vice President.

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

6. PUBLIC COMMENT

There were no comments.

7. CONSENT AGENDA

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

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

Superintendent Jaeger stated administration recommends the approval of following Consent items.

Ms. Cox Golder moved for Consent Agenda Items 8. A.-L. be approved as presented. Mr. Kopec seconded the motion. Voice vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day and Mr. Kopec. Opposed – 0. Consent Agenda Items 8. A.-L. passed.

A. Approval of Appointment of Administrative Personnel

Administrative personnel appointments were approved as listed in Exhibit 1.

B. Approval of Appointment of Non-Administrative Personnel

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

C. Approval of Personnel Changes

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

D. Approval of Leave(s) of Absence

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

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

Separations and terminations were approved as listed in Exhibit 5.

F. Approval of Stipend for Coaching Volunteers

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

G. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the November 14, 2023 and December 5, 2023 meetings as submitted in Exhibit 7-8.

H. Approval of Vouchers Totaling and Not Exceeding Approximately \$4,938,882.34

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 9.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1136	\$636,991.70	1137	\$225,319.66	1138	\$227,998.14
1139	\$247,473.18	1140	\$13,167.80	1141	\$23,278.45
1142	\$19,149.70	1143	\$5,615.57	1144	\$124,162.79
1145	\$48,079.06	1146	\$399,723.10	1147	\$131,534.03
1148	\$488,466.57	1149	\$42,805.70	1151	\$23,060.82
1152	\$5,923.59	1159	\$553.97	1160	\$17,872.62
1153	\$35,705.06	1154	\$262,657.53	1155	\$221,100.82
1156	\$630,949.02	1157	\$63,372.62	1158	\$383,911.31
1162	\$222,819.88	1163	\$286,565.21	1164	\$1,331.98
1165	\$122,180.29	1166	\$27,112.17		

I. Acceptance of Gifts

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

J. Receipt of October and November 2023 Report on School Auxiliary and Club Balances

The Governing Board approved the Receipt of October and November 2023 Report on School Auxiliary and Club Balances as submitted in Exhibit 11.

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

The Governing Board approved Arizona Department of Administration School Facilities Division Building Renewal Grants as submitted in Exhibit 12.

L. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as submitted in Exhibit 13.

8. PUBLIC COMMENT

There were no comments.

9. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Ms. Day asked for an update on E-Sports. Superintendent Jaeger said that the Governing Board members will be provided with some information in the near future.

10. ADJOURNMENT

Ms. Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day and Mr. Kopec. Opposed – 0. The meeting adjourned at 6:15 p.m.

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

February 7, 2024
Date

Scott K. Baker Ph. D., Governing Board President

February 13, 2024
Date

**Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, January 23, 2024**

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, January 23, 2024, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members

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

Superintendent's Cabinet Members

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, Associate Superintendent for Secondary Education
Mr. Scott Little, Chief Financial Officer
Mr. John Hasting, Director of Human Resources
Ms. Elizabeth Jacome, Director of Curriculum and Assessment
Ms. Kristin McGraw, Director of Student Services
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

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

2. EXECUTIVE SESSION

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

A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30079189

B. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer's Recommendations, Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30063593

President Baker asked for a motion to hold Executive Session. Vice President Zibrat moved that the Board go into an Executive Session to address the matters identified in item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under item 2. Ms. Cox Golder seconded the motion. Voice vote in favor- 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed-0.

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

3. RECONVENE PUBLIC MEETING

President Baker reconvened the meeting at 6:11 p.m.

4. PLEDGE OF ALLEGIANCE

President Baker led the Pledge of Allegiance.

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

President Baker announced that the next Regular Governing Board meeting will be held on Tuesday, February 13, 2024 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center.

6. RECOGNITIONS

A. Recognition of Canyon del Oro High School 2023 4A State Football Champions

Superintendent Jaeger said he was excited to honor and congratulate the football players from Canyon del Oro High School. He asked Armando Soto, Director of Interscholastic Activities, to come forward.

Mr. Soto introduced the Head Football Coach of Canyon del Oro High School Dorado's, Dustin Peace. He noted that this is the second time in his career that Coach Peace has finished the season with a 14-0 record.

Coach Peace thanked the Governing Board for recognizing the team. He said unfortunately some players could not attend, because they were participating in other sports this evening. Coach Peace stated he was proud of the players on and off the field. He noted they were also academically strong, and many are moving on to college in the fall. Coach Peace commended Canyon Del Oro High School Principal, Tara Bulleigh, and Athletic Director, Marco Dominguez for their support. He was extremely proud of the team receiving the AIA 4A Conference Sportsmanship Award at halftime of the championship game. Coach Peace commented that the team was really embraced by the school and the entire experience was great. He thanked the players, coaches, parents and staff for their support.

Superintendent Jaeger spoke about one of the moments at the playoff game that demonstrated good sportsmanship and expressed that he was so proud of the team.

Ms. Day offered her congratulations to the team and, on behalf of the Governing Board, presented them with certificates of recognition.

A picture was taken with the players, coaches, Ms. Bulleigh, the Governing Board members and Superintendent Jaeger to mark the occasion.

B. Presentation of Distinguished Service Award

President Baker asked Superintendent Jaeger to introduce the award.

Superintendent Jaeger stated that each month during the school year, a certificated and a support staff member are recognized with a Distinguished Service Award. He explained that because of various illnesses the December Support Staff recognition will be awarded tonight.

Superintendent Jaeger asked Bethany Papajohn, Principal of Painted Sky Elementary School and Distinguished Service Award recipient, Laura Feltes, Administrative Assistant, to come forward. Ms. Papajohn said Ms. Feltes is very deserving of this award and read the nomination.

A video presentation was shown honoring Ms. Feltes for the work she has done.

President Baker asked Ms. Feltes if she would like to share anything. Ms. Feltes said she was thankful to receive the award.

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

To mark the occasion, a picture was taken with Ms. Feltes, Ms. Papajohn, the Governing Board, and Superintendent Jaeger.

7. PUBLIC COMMENT

There were no comments.

8. CONSENT AGENDA

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

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

President Baker asked if any items needed to be removed for further discussion or comment. There were none.

Ms. Day moved for Consent Agenda Items 8. A.-L. be approved as presented. Ms. Cox Golder seconded the motion. Voice vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Items 8. A.-L. passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 1.

B. Approval of Personnel Changes

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

C. Approval of Leave(s) of Absence

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

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

Separations and terminations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

Stipend for Coaching Volunteers were approved as listed in Exhibit 5.

F. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,493,762.41

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 6.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1167	\$206,771.74	1168	\$1,099,668.80	1169	\$58,384.77
1170	\$149,140.64	1172	\$97,034.96	1173	\$49,745.12
1174	\$248,716.63	1175	\$29,969.62	1176	\$235,452.62
1177	\$194,034.32	1178	\$3,698.30	1179	\$95,125.64
1180	\$9,051.48	1181	\$16,967.77		

G. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 7.

H. Receipt of December 2023 Report on School Auxiliary and Club Balances

The Governing Board approved Receipt of December 2023 Report on School Auxiliary and Club Balances as submitted in Exhibit 8.

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

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

J. Award of Bid for Recycle/Disposal of Surplus Electronic Equipment - Based Upon Responses to Request for Quote (RFQ) 2324009

The Governing Board approved Award of Bid for Recycle/Disposal of Surplus Electronic Equipment - Based Upon Responses to Request for Quote (RFQ) 2324009 to ARCOA Group.

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

The Governing Board approved the Arizona Department of Administration School Facilities Division Building Renewal Grants as submitted in Exhibit 9.

L. Approval of Out of State Travel

The Governing Board approved requests for out of state travel as listed in Exhibit 10.

9. PUBLIC COMMENT

There were no comments.

10. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

11. ADJOURNMENT

Ms. Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day and Mr. Kopec. Opposed – 0. The meeting adjourned at 6:33 p.m.

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

February 7, 2024
Date

Scott K. Baker Ph. D., Governing Board President

February 13, 2024
Date



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$3,673,704.63

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 12, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Acceptance of Gifts

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 4, 2024

Todd A. Jaeger, I.D., Superintendent

	Gifts and Donations List	
Gifts and Donations		2/13/2024
Ck in the amount \$214.10	American Online Giving Foundation	Painted Sky Elementary School
Ck in the amount \$2,709.24	Painted Sky PTO	Painted Sky Elementary School
Ck in the amount \$108.29	Kroger	Amphitheater Middle School
Ck in the amount \$150.00	The Blackbaud Giving Fund	Harelson Elementary School
Ck in the amount \$87.77	Kroger	Nash Elementary School
Ck in the amount \$150.00	St Marks United Methodist Women	Nash Elementary School
Ck in the amount \$1,158.00	Step It Up	Nash Elementary School
Ck in the amount \$1,696.00	IRHS Theater Booster Club	Ironwood Ridge High School
Chk in the amount \$2,687.32	State of Arizona	Coronado K-8



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

DATE OF MEETING: February 13, 2024

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

BACKGROUND:

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

Amphi Baseball Booster Club
Cross Choir and Drama Boosters
IRHS Softball Booster Club

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: February 6, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2023-2024

Name of Organization Amphi Baseball Booster Club

School Amphitheater High School

Related Student Organization or Club _____

Taxpayer I.D. 80-0947599

OFFICERS:

Name: Tiffany Gradillas

Name: Melinda Kuhn

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 1/10/24

Date taking office: 10/15/18

Name: _____

Name: _____

Office Held: _____

Office Held: _____

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: _____

Date taking office: _____

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

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

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

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

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

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

[Signature] 1/10/24
Signature Date

[Signature] 1/10/2024
Signature Date

Signature Date

Signature Date

Site Administrator's Approval: [Signature]
Signature

1/19/24
Date

For district use: Finance Department recommendation: [Signature]
Governing Board Agenda date: 2/13/24

JAN 23 '24 10:35

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

School Year 2023-2024

Name of Organization Cross Choir and Drama Boosters School Cross Middle School

Related Student Organization or Club _____ Taxpayer I.D. 93-3191333

OFFICERS:

Name: Randi Craig

Name: Michael Lichtenstein

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/23/23

Date taking office: 08/23/23

Name: Brandi Hartman

Name: Kassandra Weleck

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/23/23

Date taking office: 08/23/23

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? Annually, min Executive meetings held how often? Quarterly, min.

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.

Randi Craig 11/15/23 [Signature] 11-15-23
Signature Date Signature Date

[Signature] 11/15/23 [Signature] 11/15/23
Signature Date Signature Date

Site Administrator's Approval: [Signature] 1/29/24
Signature Date

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 92/13/24

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

School Year 2023-2024

Name of Organization IRHS Softball Booster Club School Ironwood Ridge High Sch

Related Student Organization or Club _____ Taxpayer I.D. 47-4250602

OFFICERS:

Name: <u>Lisa Medrano</u>	Name: <u>Silvia Barney</u>
Office Held: <u>President</u>	Office Held: <u>Treasurer</u>
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>02/01/24</u>	Date taking office: <u>07/01/21</u>
Name: _____	Name: _____
Office Held: _____	Office Held: _____
Address: _____	Address: _____
Phone(s): _____	Phone(s): _____
Date taking office: _____	Date taking office: _____

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

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

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

Member meetings held how often? 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>[Signature]</u>	<u>2/1/24</u>	<u>[Signature]</u>	<u>2/1/24</u>
Signature	Date	Signature	Date

Signature _____ Date _____ Signature _____ Date _____

Site Administrator's Approval: [Signature] 2-5-24
Signature _____ Date _____

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 2/13/24

FEB 5 '24 PM 1:15



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

DATE OF MEETING: **February 13, 2024**

TITLE: **Approval of One-Time Increase to Job Order Contract Limit**

BACKGROUND:

Amphitheater Policy DJE (BIDDING / PURCHASING PROCEDURES) states: “The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.”

The District has an urgent need to replace the HVAC Chillers at Innovation Academy. The project is being funded by the School Facilities Division (SFD). The use of a Job Order Contract will avoid an estimated two-month delay that would occurring from having issue a request for formal bids.

The current estimate for this project is \$1,099,133.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve this one-time increase to \$1,100,000 to the job-order-contracting limit to address the HVAC Chillers at Innovation Academy.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: February 6, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Award of Contract for Pre-School and After-School Physical Activity Classes-Based Upon Responses to Request for Proposal (RFP) 2324007

BACKGROUND:

Request for Proposal 2324007 (RFP) for the Pre-School & After-School Physical Activity Classes was posted for 22 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing for Pre-School & After-School Physical Activity Classes. The District received nine responsive proposals, the Evaluation Team scored each proposal based on the evaluation criteria listed in the RFP (there were 100 points possible). The results were:

B.E.S.T	95
My Gym	95
Buddy the Ball	95
Little Scholar	95
TGA Tucson	92
AYSO	85
Play-Well	85
Athletes Global	85
Challenger Sports	65

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board determine that a single award is not advantageous to the District and award contracts to **B.E.S.T, My Gym, Buddy the Ball, Little Scholar, TGA Tucson, AYSO, Play-Well, and Athletes Global** as determined by their responsive proposal to RFP 2324007 for the Pre-School & After-School Physical Activity Classes.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: February 7, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

1. **Cost (Includes all associated fees and charges)** - While cost is a significant factor, it is not the only factor. Complete Cost Per Hour Basis on page two of the solicitation document.

2. **Program Characteristics** – Method of approach and/or implementation of services. Breadth and depth of services and perceived compliance with the scope of work.

3. **Capacity/Experience/Qualifications of the Offeror** - Provide documentation of professional memberships, certifications, and licenses.

4. **Contractor Summary and Responsiveness of Proposal** – Provide a comprehensive athletic instructor summary and complete all required forms, provided requested information.



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

DATE OF MEETING: February 13, 2024

TITLE: Award of Contract for Emergency Generator for Amphitheater High School (AHS)-
Based Upon Responses to Request for Bid (RFB) 2324004B

BACKGROUND:

Request for Proposal 2324004B (RFB) for the Emergency Generator for Amphitheater High School (AHS) was posted for 25 days on the Arizona Purchasing site on www.AZPurchasing.org. This solicitation requested pricing for Emergency Generator for Amphitheater High School (AHS). There were twenty-six vendors who downloaded the solicitation from www.AZPurchasing.org. Sixteen vendors responded with no bids. There is one responsive bid. The results were:

LightDay Solar Inc. \$237,855.79

The Engineering firm that designed the project has determined that the costs are in line with the budget.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to **LightDay Solar Inc.** as determined by their responsive proposal to RFP 2324004B for the Emergency Generator for Amphitheater High School (AHS) and that the District provided adequate opportunity for other vendors to submit bids.

INITIATED BY:

Scott Little, Chief Financial Officer

Date: February 12, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants

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 District locations.

The SFD approved the following BRG Applications with Phase Grant funding to be awarded for each BRG:

- BRG-005606 – AMS – Library Buildings Roof Replacement SF166241
- BRG-005605 – AHS – Land Lab Fire Alarm Replacement SF281242
- BRG-005656 – RIO – Fire Alarm Failed Underground Wiring Replacement SF117241
- BRG-005686 – DON – Roof Leak Repairs for MPR an Classroom Building A SF106241
- BRG-005687 – AMS – Roof Leaks Needing Repair for the Library Buildings SF166242
- BRG-005696 – NAS – Roof Leaks Needing Repair for MPR, Kitchen and Admin Buildings SF110241

The Governing Board is required to approve SFD Terms and Conditions for each BRG Application to accept the awards.

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.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: February 12, 2024

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

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: _____

School: _____

BRG Project Number: _____

Project Title: _____

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

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: February 13, 2024

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Robert Wolf, and Kim Moran request permission to attend LRP's 45th Annual National Institute on Legal Issues of Education Individuals with Disabilities Conference on May 4-8, 2024 in Savannah, Georgia. Approximate cost of travel is \$6,803.40 and will be paid using Maintenance and Operations funds. Three school days will be missed, and no substitutes are required.

Dorothy Fein requests permission to attend AVID Summer Institute 2024 on June 16-19, 2024 in Dallas, Texas. Approximate cost of travel is \$2,819.50 and will be paid using Title I funds. No school days will be missed, and no substitutes required.

Norma Frye-George requests permission to attend Arizona Association of School Business Officials Conference on April 2-5, 2024 in Laughlin, Nevada. Approximate cost of travel is \$1,316.39 and will be paid using Maintenance and Operations funds. Four school days will be missed, and no substitutes are required.

Trechel Valentin, Colby Tapling, Kimberly Smith, Peggy Marner, Judith Ruiz, Alison Knight, and Amanda Valenzuela request permission to attend AVID Summer Institute 2024 on June 16-19, 2024 in Dallas, Texas. Approximate cost of travel is \$17,400.00 and will be paid using Title I funds. No school days will be missed, and no substitutes required.

STUDENTS

Janet Castles, Brie Ronnie, Caryn Wall, Stephanie Gasser, Regina James, Liz Smith, Mike Scionti, Jen Tate, Kwyn Morales, Letty Huffman, Yui Garewal, Christy Watson, Christina Rodgers, Steve Gladish, Mark Hurley, Teresa Soto, April Griffin, Mylanie Facelo, Ghita Bouchara, Nathan Thomas, Iliana Martinez, Brett Houser, Mary Rue Moog, Briana Schuman, Rachel Bostwick, Amber Gears, Kristine Keefner, Marie Kagie-Shutey, Ji Hee Yi, Emily Perry, Tim Perry, Danielle Wright, and Alicia Wood request permission to take 85 Painted Sky 5th graders to Disney Imagineer Physics Lab and Riley Farms American Revolution Experience on April 29-May 1, 2024 in Anaheim, California. Approximate cost of travel is \$62,050 and will be paid using Auxiliary and Tax Credit funds. Three school days will be missed, and no substitutes are required.

BUDGET CODE KEY		
001.00.200.2210.6360.540.0000	M & O	Improvement of Instruction, Employee Training, Student Services
001.00.200.2210.6582.540.0000	M & O	Improvement of Instruction, Employee Travel, Student Services
100.24.100.2210.6360.109.0000	Title I	Improvement of Instruction, Employee Training, Keeling
100.24.100.2210.6582.109.0000	Title I	Improvement of Instruction, Employee Travel, Keeling
001.00.410.2730.6360.528.0000	M & O	Student Transportation, Employee Training, Transportation
001.00.410.2730.6582.528.0000	M & O	Student Transportation, Employee Travel, Transportation
100.24.100.2210.6360.108.0000	Title I	Improvement of Instruction, Employee Training, Holaway
100.24.100.2579.6360.108.0000	Title I	Training Non-Instructional, Employee Training, Holaway
100.24.100.2210.6582.108.0000	Title I	Improvement of Instruction, Employee Travel, Holaway
100.24.100.2579.6582.108.0000	Title I	Training Non-Instructional, Employee Travel, Holaway
525.00.100.1001.6892.114.0000	Auxiliary	Classroom Instruction, Student Travel, Painted Sky
526.00.100.1001.6892.114.0000	Tax Credit	Classroom Instruction, Student Travel, Painted Sky
525.00.100.2190.6892.114.0000	Auxiliary	Other Student Support Services, Student Travel, Painted Sky

RECOMMENDATION:

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

INITIATED BY:


 Matthew Munger
 Associate Superintendent for Secondary Education

Date: February 12, 2024


 Todd A. Jaeger, J.D., Superintendent

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

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

EMPLOYEE(S): ROBERT WOLF KIM MORAN SCHOOL: SPED/WETMORE
 _____ _____ Department (opt.): STUDENT SERVICES
 _____ _____ DATE(S): MAY 4-8/24

ACTIVITY/EVENT: LRP'S 45TH ANNUAL NAT'L INSTITUTE CONFERENCE ON LEGAL ISSUES OF EDUCATING INDIVIDUALS WITH DISABILITIES

LOCATION: SAVANNAH, GA

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
		<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>\$1650.00 X 2</u>	<u>001 00 200 2210 6360 540 0000</u>
Transportation	<u>\$650.20 X 2</u> Mode <u>AIRLINE</u>	<u>001 00 200 2210 6582 540 0000</u>
Rental Car	_____	_____
Meals	<u>265.50 X 2</u>	<u>001 00 200 2210 6582 540 0000</u>
Lodging	<u>836.00 X 2</u>	<u>001 00 200 2210 6582 540 0000</u>
Substitutes	_____	_____
TOTAL	<u>\$3401.70 x 2 = \$6803.40</u>	

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

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

Purpose of travel: To participate in the LRP National Institute to support students with special needs. This professional development provides evidence-based best practices and compliance guidelines.

Outcomes and academic benefits to students and staff: To develop and implement training for staff in working with students with special needs most effectively.

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

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

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

Submitted by: Eileen Althouse 1/24/24
 Signature Date
Kristen A. McGraw 1/24/24
 Principal/Supervisor Date
[Signature] 1/24/2024
 Associate Superintendent/Superintendent Date

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

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

EMPLOYEE(S):

SCHOOL: Keeling

Dorothy Fein _____

Department (opt.):

*Teacher will be 1 of 7 teachers attending AVID.

DATE(S): **June 16-19, 2024**

ACTIVITY/EVENT: **AVID Summer Institute - PD** _____

LOCATION: **Dallas, Texas**

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$999</u>		<u>100.24.100.2210.6360.109.0000</u>
Transportation	<u>\$610</u>	Mode Air & Taxi	<u>100.24.100.2210.6582.109.0000</u>
Parking	<u>\$20</u>	Airport & Mileage	<u>100.24.100.2210.6582.109.0000</u>
Meals	<u>\$206.50</u>		<u>100.24.100.2210.6582.109.0000</u>
Lodging	<u>\$984</u>		<u>100.24.100.2210.6582.109.0000</u>
TOTAL	<u>\$2,819.50</u>		

The District will (or) will not receive reimbursement from outside sources.
* PO must be submitted and approved *prior* to travel to qualify for reimbursement.
Purpose of travel: Participation in AVID Summer Institute for Professional Development.

Outcomes and academic benefits to students and staff: **Strengthen understanding of AVID implementation on school site and learn best practice strategies to ensure effective implementation of AVID.**

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

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

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

Submitted by: *Kath...* 1/25/24
 Signature Date
Annette Creel 1/25/24
 Principal/Supervisor Date
... 1/25/24
 Associate Superintendent/Superintendent Date

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

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

EMPLOYEE(S): Norma Frye George SCHOOL: School / Site District Offices
 _____ Department (opt.): Transportation
 _____ DATE(S): 4/2/24-4/5/24

ACTIVITY/EVENT: Arizona Association of School Business Officials (AASBO) Conference

LOCATION: Laughlin, Nevada

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

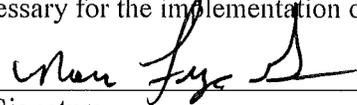
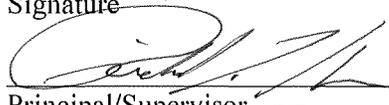
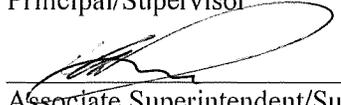
	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
		<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>	
Registration	<u>425.00</u>		<u>001.00.410.2730.6360.528.0000</u>
Transportation	<u>585.00</u>	Mode <u>District</u>	<u>001.00.410.2730.6582.528.0000</u>
Rental Car	<u>0</u>		
Meals	<u>100.50</u>		<u>001.00.4102730.6582.528.0000</u>
Lodging	<u>205.89</u>		<u>001.00.410.2730.6582.528.0000</u>
Substitutes	_____		_____
TOTAL	<u>1316.39</u>		

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

Outcomes and academic benefits to students and staff: **To obtain information on new laws and regulations that will be affecting our transportation department and updates on Budget, Finance, and Purchasing within public schools.**

- Identify which characteristics of the Portrait of Graduate are specifically related to this request.
- | | | |
|---|---|---|
| <input type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input checked="" type="checkbox"/> Creative Thinking |
| <input type="checkbox"/> Critical Thinking | <input checked="" type="checkbox"/> Problem-Solving | |

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

Submitted by:  1/24/24
 Signature Date
 1/31/24
 Principal/Supervisor Date
 1/31/2024
 Associate Superintendent/Supervisor Date

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

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

EMPLOYEE(S): Trechel Valentin, Colby Tapling, Kimberly Smith, Taylor Nixon SCHOOL: Holaway
Peggy Marner, Judith Ruiz Department (opt.):
Alison Knight, Amanda Valenzuela DATE(S): June 16, -19, 2024

ACTIVITY/EVENT: AVID Summer Institute

LOCATION: Dallas, TX

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$7,693/\$1099.00</u>		<u>100.24.100.2210/2579.6360.108.000</u>
Transportation	<u>\$4,200.00/ \$600</u> Mode <u>air</u>		<u>100.24.100.2210/2579.6582.108.0000</u>
Rental Car	<u> </u>		<u> </u>
Meals	<u>\$1,270.50/\$181.50</u>		<u>100.24.100.2210/2579.6582.108.0000</u>
Lodging	<u>\$1,500.00/\$856.00</u>		<u>100.24.100.2210/2579.6582.108.0000</u>
Substitutes	<u> </u>		<u> </u>
TOTAL	<u>\$17,400.00</u>		

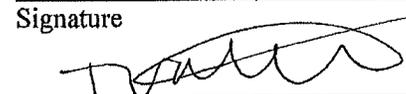
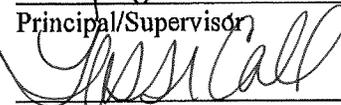
The District will (or) will not receive reimbursement from outside sources.

Purpose of travel: Participation in AVID Summer Institute Professional Development

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

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

Submitted by:

Signature	_____	Date	_____
			<u>2/9/24</u>
Principal/Supervisor	_____	Date	_____
			<u>2/9/24</u>
Associate Superintendent/Superintendent	_____	Date	_____

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

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

SCHOOL: Painted Sky

ESTIMATED NUMBER OF STUDENTS: 85

NAME OF SCHOOL GROUP/CLUB/ENTITY: Painted Sky Fifth Grade

STAFF ADVISOR(S)/CHAPERONES: Janet Castles, Brie Ronnie, Caryn Wall, Stephanie Gasser, Regina James, Liz Smith, Mike Scionti, Jen Tate, Kwyn Morales, Letty Huffman, Yui Garewal, Christy Watson, Christina Rodgers, Steve Gladish, Mark Hurley, Teresa Soto, April Griffin, Mylanie Facelo, Ghita Bouchara, Nathan Thomas, Iliana Martinez, Brett Houser, Mary Rue Moog, Briana Schuman, Rachel Bostwick, Amber Gears, Kristine Keefner, Marie Kagie-Shutey, Ji Hee Yi, Emily Perry, Tim Perry, Danielle Wright, Alicia Wood

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Disney Imagineer Physics Lab and Riley Farms American Revolution Experience

DESTINATION OF TRAVEL: Anaheim, California

DATES OF TRAVEL: April 29-May 1, 2024

ACADEMIC BENEFITS TO STUDENTS: 85 5th graders will travel to California for the Disney Imagination Campus Properties of Motion Physics Lab and the Riley Farms American Revolution Simulation. In the Physics lab students will learn how kinetic energy and speed are used to create attractions and gain an understanding of the real-world application of physics. Students will design coasters based on the laws of force and motion then ride a similar attraction and have the chance to modify their designs, back at the Physics Lab, based on their findings. They will design and build 3 prototypes. The historical simulation at Riley Farms will depict the key events that led to the American Revolution. The students will take on the duties of the soldiers, reenact the battles, and arrive at historically accurate solutions. They will experience a first-hand glimpse of America's past during an historical American Revolution Reenactment. The students will participate and compete in building the most structurally sound roller coaster (that will carry a marble the farthest), applying what they learned from the Physics lab, as well as a history quiz competition at Riley Farms where they collect "tickets" throughout the day for answering questions correctly. They will exchange the tickets for the historical prize at the end.

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Project Exploration

rev. 10/1/07

Are expenses paid from any of the following accounts? Auxiliary yes Tax Credits yes Club Funds no
Parent Organization no

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$62,050</u>	<u>526.00.100.1001.6892.114.0000</u>
Transportation	_____	<u>525.00.100.1001.6892.114.0000</u>
Meals	_____	<u>525.00.100.2190.6892.114.0000</u>
Lodging	_____	_____
Substitutes	_____	_____
TOTAL	<u>\$62,050</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? no
IF SO, SOURCE & AMOUNTS: The field trip is paid for with tax credit donations, fundraising, and by the parents.

HOW ARE CHAPERONE EXPENSES PAID? Chaperones will pay for themselves.

COST TO EACH STUDENT \$ 730-could be less if enough money is raised through donations and fundraising or via tax credit donations.

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Tax credits and fundraising.

FUNDING SOURCE(S): Tax credits, fundraising, and parents.

FUNDRAISING ACTIVITIES PLANNED (if applicable):
holiday grams, restaurant nights, car wash, and a bake sale are planned for future. Business donations.

SUBMITTED BY: Amel Ronnie 11/2/23
Signature Date

APPROVED BY: Bethany Papadopoulos _____
Principal/Supervisor Date

[Signature] _____
Associate Superintendent/Superintendent Date



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

DATE OF MEETING: February 13, 2024

TITLE: Superintendent's Report

BACKGROUND:

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

RECOMMENDATION:

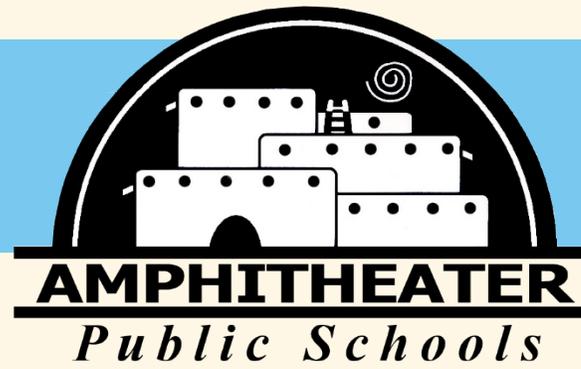
This item is presented for the Board's information.

INITIATED BY:

Date: February 5, 2024

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

Todd A. Jaeger, J.D., Superintendent



February 13, 2024

Superintendent's Report

163





Around Our Schools



164

Thank you to all of the volunteers, businesses, students and community members who participated in this year's Oro Valley Cup. The annual golf tournament raises funds for all three of the Project Grad nights at our high schools. (I was unable to attend due to my daughter's wedding).



Around Our Schools



Teen Maze, an interactive event that gives high school sophomores a feel for some of the real-life consequences of choosing to use alcohol, marijuana and prescription drugs, is back at all three of our high schools. Ironwood Ridge held the Maze on Jan. 19, CDO's (left) was Feb. 6, and Amphi High is scheduled to host the program on March 1. Also recently, eighth-graders in the District had the chance to visit the high schools in their feeder patterns to learn more about Career & Technical Education programs and see what's in store for them next year.



An Amphi Showcase!



AVID Showcase Event:

Last Tuesday, Prince Elementary School hosted educators from across Pima County, showcasing their successful implementation of AVID.

Visitors to Prince were able to observe Prince's noted and recognized integration of AVID strategies school-wide, witness ¹⁶⁶ teachers using AVID strategies, and see how AVID has provided students with voice and agency in their learning.



Around Our Schools



Founding Father, inventor, writer, and storm chaser Benjamin Franklin visited Copper Creek Elementary School last month to talk about his life, the times he lived in and how he came up with some of his inventions.



Members of the Tucson Symphony Orchestra visited fourth- and fifth-graders at Innovation Academy to answer some questions, perform a few music pieces, and inspire some kids to take up instruments in the future.



Around Our Schools



Three of our new administrators, Assistant Principal Katherine Sheffield and Instructional Support Assistant Paul Avila, both from Amphi Middle School, and Assistant Principal Emily Rios of Ironwood Ridge High School, have completed this year's New Leader Academy. Throughout the year, our new administrators have the opportunity to learn about Amphitheater and the roles, duties and responsibilities of administrators in our District.

Congratulations to these three for their completion of the program!



Around Our Schools



169

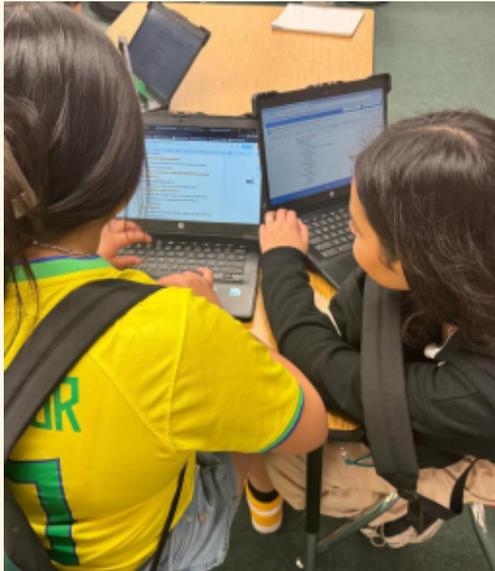
The Human Resources department hosted a District Career Fair this past Saturday. Despite rainy, cold weather, the fair brought out almost 130 candidates, which is more than we have seen in recent years. Special thanks to the HR team and all of the school and District staff members who helped run the fair!



Around Our Schools



January was Collaboration Month, part of the District's Portrait of a Graduate celebration initiative. At left below are Amphi Middle School students; at top left, we see Coronado K-8 students working together; and at bottom right, we see some of our Amphi High dual enrollment students teaching preschoolers ASL. ¹⁷⁰



For February, we are focusing on Problem-Solving.





Center Court Congratulations!



2023 Teacher of the Year Finalist:

Jordan Castle is one of this year's finalists for the UArizona High School Teacher of the Year Award. On Thursday, Jordan was recognized during halftime at the U of A Basketball game.



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

DATE OF MEETING: February 13, 2024

TITLE: Status of Construction Projects

BACKGROUND:

The 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.

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: February 7, 2023

Todd A. Jaeger, J.D., Superintendent

Status of Construction Projects
2/13/24 Governing Board Meeting

President Baker, Vice President Zibrat, 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

Back Up Generators for MDF Rooms – Bid Evaluation

Building E Parking Lot Restoration – Complete \$29,976

Building H Hallway Improvements – 90% Complete \$49,617

Central Plant 1 VFD Installation – Complete \$18,148

Bottle Fillers \$31,840

Storm Water Drainage Improvements \$16,476

Access Gate from Campus to Clothing Bank \$1,593

Performing Arts Center Access Controls \$44,238

BRG Projects

CP #3 Hot Water Line Replacement Construction \$229,666
- Phase Grant Funding Requested

300 Wing – Structural Repairs Phase II Construction \$166,692
- Complete

Campus Roof Replacements

PH I, East Campus – Design \$71,940

PH II, West Campus – Design \$70,120

Bldg DN Evaporative Cooler to A/C Conversion - 99% Complete	\$896,784
CP # 2 Hot Water Line Replacement Construction - Summer Project	\$414,781
800 Building HVAC Conversion Design - Construction Bids due 2/15	\$24,330
South Gym HVAC Conversion Design - PO Issued	\$24,915
Central Plant 2 Cooling Tower Replacement – Const. - Spring Break Project	\$118,932
Central Plant 3 Cooling Tower Replacement - Const. - Rodeo Break Project	\$193,674
200 Wing Electric Feeder Replacement	\$19,700
800 Building Water Line Replacement	\$110,000

CDO:

Bond Projects

Bottle Fillers	\$39,299
Central Plant Triple Duty Valve	\$30,559
Campus Access Controls – PH I	\$153,944

BRG Projects

Campus Weatherization Assessment	
- PH I, W Campus – Complete	\$8,100
- PH II, E Campus – Complete	\$8,130
North Gym Evaporative Cooler to A/C Conversion	\$1,208,101
- Summer Project	

IRHS:

Bond Projects

CP Plant Control Valve Replacements – Complete	\$187,802
Building D Access Controls – March/April Install	\$27,165

BRG Projects

Weatherization Academic Buildings Construction	\$417,263
- 30% Complete	
Classroom A133 Carpet Replacement	\$7,168

AMS:

Adjacent Ways Projects

Sidewalk R&R – Complete	\$4,224
-------------------------	---------

BRG Projects

Library Roof Replacement – Grant Request Submitted

Copper Creek:

Bond Projects

Central Plant Cooling Tower & Pump Upgrades Design	\$20,450
- 85% Complete	

<u>BRG Projects</u>	
MPR Roof Replacement – Complete	\$587,299
<u>Coronado:</u>	
<u>Bond Projects</u>	
Bottle Fillers	\$19,560
<u>Cross:</u>	
<u>Bond Projects</u>	
Bottle Fillers	\$4,300
<u>BRG Projects</u>	
Campus Weatherization Assessment – Complete	\$10,500
<u>Donaldson:</u>	
<u>Bond Projects</u>	
Main Parking Lot Reconstruction – Complete	\$82,513
<u>Adjacent Ways Projects</u>	
Fire Lane Reconstruction – Complete	\$48,088
<u>Harelson:</u>	
<u>Bond Projects</u>	
Bottle Fillers	\$8,810
<u>BRG Projects</u>	
Campus Roof Assessment – Complete	\$6,705
<u>Innovation:</u>	
<u>BRG Projects</u>	
Central Plant Chiller Replacement Construction - Phase Grant Funding Requested	\$1,099,133

La Cima:

ESSER Projects

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

BRG Projects

Campus Weatherization Design – 50% Complete \$33,920

Campus Roof Replacement Design – 95% Complete \$48,900

Land Lab:

Bond Projects

Building D Restroom HVAC – PO Issued \$29,744

Mesa Verde:

BRG Projects

Campus Roof Replacement - Complete \$1,601,623

Nash:

Bond Projects

Playground Equipment Replacement \$128,311

BRG Projects

Campus Roof Assessment – Complete \$7,705

Painted Sky:

Bond Projects

Kitchen Flooring Replacement – Complete \$27,103

BRG Projects

Fire Alarm Replacement Construction – \$625,947

Boiler # 2 Replacement Design – PO Issued \$19,315

Campus Weatherization Assessment – PO Requested \$9,405

Prince:

Bond Projects

Building C Ductwork, Flooring & Lighting – 95% Complete \$392,205

BRG Projects

Campus Roof Replacement Assessment – Complete \$7,105

Campus Weatherization Assessment – Complete \$9,095

Central Plant Cooling Tower Construction \$149,670
- Spring Break Project

Rio Vista:

Bond Projects

Playground Improvements \$115,905

MDF HVAC Improvements – Complete \$14,596

Security Fence Gate – Complete \$7,482

Walker:

Bond Projects

Building I HVAC Replacement – Complete \$98,974

Wilson:

Bond Projects

Track & Basketball Court Resurfacing – Complete \$20,895

Speed Bump Replacements \$27,083

BRG Projects

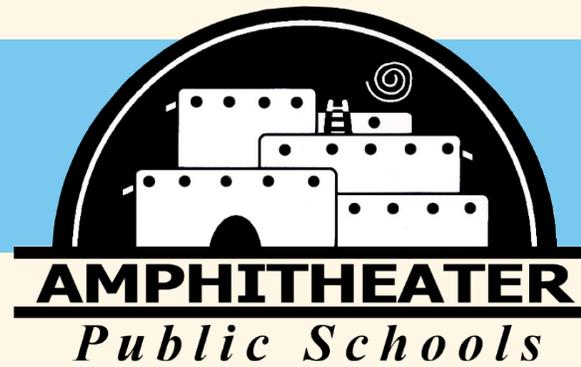
MPR Stage HVAC Replacement Construction	\$246,820
MPR Buildings Roof Replacement Design – 75%	\$26,820
Building Hot Water Line Replacement Construction - Summer Project	\$1,537,638
Campus Weatherization Assessment – Complete	\$12,065

Wetmore:

ESSER Projects

HVAC Replacement – 25% Complete	\$743,579
---------------------------------	-----------

*SOMETHING NEW AT EVERY SCHOOL,
EVERY YEAR!*



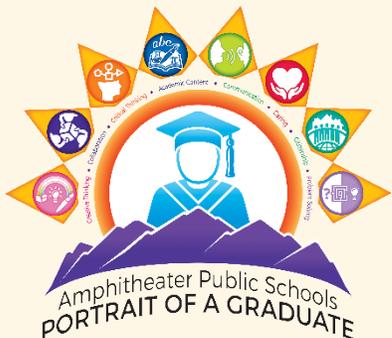
February 13, 2024

180

Status of Construction Projects

Highlights

BRG, ESSER & Bond Funds





- Amphitheater High School Building H Hallway Renovations - Bond Funds





- Amphitheater High School Parking Lot Renovations - Bond Funds





- Amphitheater High School FA 5 Renovations – CTE Program





- Copper Creek Elementary School MPR Roof Replacement - BRG Funds





- Donaldson Elementary School Parking Lot Reconstruction – Bond & Adjacent Ways Funds





- Mesa Verde Elementary School Roof Replacement – BRG Funds





- Wilson K-8 School Basketball Court Re-Surfacing – Bond Funds





SFD BRG Phase Grant Funding Awards

AHS Roofing Assessment PH I	\$ 71,940
AHS Roofing Assessment PH II	\$ 70,120
La Cima Weatherization Design	\$ 33,920
IRHS Classroom A133 Carpet Replacement	\$ 7,168
Painted Sky Weatherization Assessment	\$ 9,405
AHS 200 Wing Electrical Feed Replacement	\$ 19,700
AHS Welding & Auto Shop Water Line Replacement	\$110,000
Total	\$322,253