

Final Posting: Monday, March 25, 2024 at 4:00pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, March 26, 2024

5:30 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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

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

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

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

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

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

1. <u>CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER</u>	
Scott K. Baker, Ph. D., President	
2. <u>EXECUTIVE SESSION*</u>	4
1. Motion to Recess Open Meeting and Hold an Executive Session for:	
A. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer's Recommendations, Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30039169	
3. <u>RECONVENE PUBLIC MEETING</u>	
4. <u>PLEDGE OF ALLEGIANCE</u>	
5. <u>ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING</u>	
Tuesday, April 9, 2024 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center, SE Entrance and Parking	
6. <u>INFORMATION</u>	
A. Auditor General's School District Spending Analysis—Fiscal Year 2023	5
7. <u>PUBLIC COMMENT</u> ¹ (30 Minutes Maximum)	
8. <u>CONSENT AGENDA</u> ³	
A. Approval of Appointment of Administrative Personnel	25
B. Approval of Appointment of Non-Administrative Personnel	27
C. Approval of Personnel Changes	33
D. Approval of Leave(s) of Absence	41
E. Approval of Separation(s) and Termination(s)	43
F. Approval of Stipend for Coaching Volunteers	46
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,496,608.95	48
H. Acceptance of Gifts	49
I. Receipt of February 2024 Report on School Auxiliary and Club Balances	51
J. Approval of Parent Support Organization(s) - 2023-2024	60
K. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	63
L. Approval of Noncompetitive Contract Teacher Dual Enrollment Fund with Arizona Department of Education	91
M. Approval of Out of State Travel	107
9. <u>STUDY</u> ⁴	
A. Presentation on State and Federal Programs	111
10. <u>PUBLIC COMMENT</u> ¹ (30 Minutes Maximum)	
11. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u>	
12. <u>ADJOURNMENT</u>	

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In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at www.amphi.com, and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible. If you need special accommodations, please call the Governing Board office: (520) 696-5158.

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

DATE OF MEETING: **March 26, 2024**

TITLE: **Executive Session**

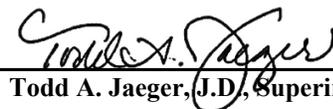
- 1. Motion to Recess Open Meeting and Hold an Executive Session for**
 - A. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer’s Recommendations, Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30039169**

RECOMMENDATION:

The Administration recommends the Board convene an executive session for the purpose of discussing the matter identified above as permitted by A.R.S. § 15-843 (F)(2).

INITIATED BY:

Date: March 14, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **March 26, 2024**

TITLE: **Auditor General’s School District Spending Analysis—Fiscal Year 2023**

BACKGROUND:

Information on the Auditor General’s “School District Spending Analysis—Fiscal Year 2023” report will be presented.

RECOMMENDATION:

This item is for the Governing Board’s information and review.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: March 13, 2023

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



AMPHITHEATER

Public Schools

Auditor General's School District Spending Analysis Fiscal Year 2023

Definitions

- Administration - Superintendents, principals, business managers, clerical, and other staff who perform accounting, payroll, purchasing, warehousing, printing, human resource activities, and administrative technology services
- Plant - Heating and cooling, equipment repair, grounds keeping, and security
- Food Services - Cost of preparing and serving meals and snacks
- Transportation - Costs of transporting students to and from school and school activities
- Student Support - Counselors, audiologists, speech pathologists, nurses, social workers, and attendance services
- Instruction Support - Librarians, teacher training, curriculum development, and instruction related technology services

7



Overview of Pima County School Districts

District name	Number of schools	Students attending	5-year change in students attending	Special education population	English learner population	Poverty rate	Graduation rate
Ajo Unified	2	384	9% decrease	13%	24%	22%	82%
Amphitheater Unified	21	11,517	13% decrease	19%	6%	14%	83%
Baboquivari Unified	4	1,023	6% increase	14%	0%	13%	49% ⁸
Catalina Foothills Unified	7	4,991	2% decrease	9%	3%	4%	89%
Flowing Wells Unified	9	5,114	5% decrease	16%	10%	26%	79%
Marana Unified School	17	12,213	5% increase	19%	2%	8%	84%
Sahuarita Unified	9	6,178	1% decrease	13%	3%	8%	88%
Sunnyside Unified	21	13,772	11% decrease	12%	18%	25%	71%
Tanque Verde Unified	4	2,130	5% increase	10%	0%	4%	97%
Tucson Unified	87	38,851	11% decrease	14%	10%	19%	81%
Vail Unified	22	13,898	10% increase	13%	1%	5%	91%



Teacher Data

District name	District Average Teacher Salary	Average years of teacher experience	Percentage of teachers in first 3 years	Students per teacher
Ajo Unified	\$40,791	9.9	72%	12.00
Amphitheater Unified	\$57,586	12.6	15%	14.60
Baboquivari Unified	\$60,780	6.9	26%	13.90
Catalina Foothills Unified	\$59,597	12.2	9%	17.60
Flowing Wells Unified	\$60,702	10.7	24%	17.30
Marana Unified School	\$56,066	12.8	17%	15.80
Sahuarita Unified	\$53,712	8.3	15%	18.80
Sunnyside Unified	\$64,783	12.6	19%	18.90
Tanque Verde Unified	\$55,996	14.3	16%	17.00
Tucson Unified	\$59,430	13.7	14%	14.50
Vail Unified	\$53,244	9.2	17%	21.30



Pima School District Spending

District name	Instruction	Student Support	Instruction Support	Administration	Plant Operations	Food Service	Transportation
Ajo Unified	\$5,505	\$760	\$353	\$2,445	\$1,860	\$729	\$114
Amphitheater Unified	\$6,436	\$1,130	\$742	\$1,170	\$1,795	\$463	\$747
Baboquivari Unified	\$7,187	\$1,892	\$1,088	\$3,804	\$5,065	\$790	\$1,488
Catalina Foothills Unified	\$5,740	\$717	\$548	\$1,052	\$1,234	\$309	\$468
Flowing Wells Unified	\$5,944	\$1,083	\$481	\$1,088	\$1,255	\$558	\$486
Marana Unified School	\$6,086	\$1,017	\$609	\$995	\$1,009	\$378	\$798
Sahuarita Unified	\$4,954	\$836	\$237	\$959	\$1,074	\$402	\$379
Sunnyside Unified	\$5,340	\$1,196	\$651	\$1,043	\$1,230	\$610	\$430
Tanque Verde Unified	\$5,933	\$1,013	\$253	\$1,282	\$1,167	\$431	\$307
Tucson Unified	\$7,299	\$1,509	\$1,113	\$1,253	\$1,871	\$578	\$636
Vail Unified	\$5,471	\$907	\$817	\$1,196	\$1,189	\$315	\$436
Peer	\$5,707	\$982	\$688	\$1,116	\$1,281	\$418	\$583
State	\$6,253	\$1,108	\$717	\$1,207	\$1,363	\$523	\$532



Plant Operations

Plant operations spending per square foot:	
State average	\$8.05
Peer average	\$8.36
Amphitheater	\$7.89
Square footage per student:	
State average	169
Peer average	260
Amphitheater	318

11



Operational Peers

- Higley Unified School District
- Queen Creek Unified School District
- Marana Unified School District
- Tolleson Union High School District
- Peer Group Average
- Vail Unified School District
- Amphitheater Unified School District
- Flagstaff Unified School District
- Sunnyside Unified School District
- Agua Fria Union High School District
- Tempe Union High School District
- Yuma Union High School District

12



Transportation

Transportation spending per mile	
State average	\$6.19
Peer average	\$6.77
Amphitheater	\$9.46
Transportation spending per rider	
State average	\$2,039
Peer average	\$2,632
Amphitheater	\$3,456

13



Transportation Peers

Between 301 and 405 miles per rider in city/suburbs

Peer group average	\$6.77
Fountain Hills Unified School District	4.35
Tanque Verde Unified School District	5.18
Casa Grande Elementary School District	5.87
Mesa Unified School District	6.74
Wilson Elementary School District	6.15
Liberty Elementary School District	6.74
Tempe Union High School District	6.39
Peoria Unified School District	6.43
Gilbert Unified School District	6.36
Paradise Valley Unified School District	6.54
Agua Fria Union High School District	7.68
Scottsdale Unified School District	7.65
Amphitheater Unified School District	9.46

14



Food Service Operations

Food Service Spending Per Meal

State average	\$4.12
Peer average	\$3.98
Amphitheather	\$3.24

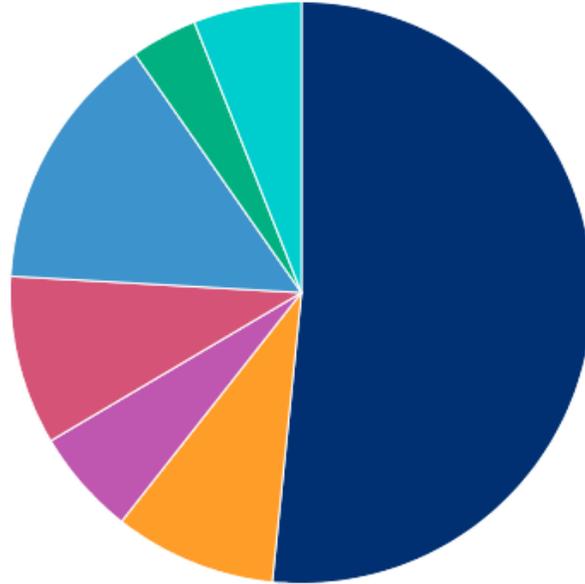
15



Amphitheater Unified School District

[District demographic information](#) ▼

District's spending by operational area



Classroom spending, 66.5%

Instruction, 51.6%
Student support, 9.0%
Instruction support, 5.9%

Nonclassroom spending, 33.5%

Administration, 9.4%
Plant operations, 14.4%
Food service, 3.7%
Transportation, 6.0%

For definitions of what is included in operational spending and each of the operational areas, see the “Spending areas” section on the [Glossary page](#).

Every year, school districts must decide where to allocate their resources. This pie chart shows how Amphitheater Unified School District spent its funding by operational area, including the percentage it spent in the classroom and specifically on instruction.

We categorize districts with certain similar qualities into [operational peer groups](#) ⁱ in order to help create meaningful comparisons across districts. Amphitheater Unified School District’s peer group had an average instructional spending percentage of 53.1%. This number can help provide context for Amphitheater Unified School District’s own instructional spending percentage.

Instructional spending percentage highlights (FYs 2001-2023)

We have monitored instructional spending since FY 2001. Below are highlights from Amphitheater Unified School District’s instructional spending trend showing the most recent year-to-year change and the years it spent its highest and lowest percentages on instruction. Reviewing these instructional spending percentage highlights can provide insight into short-term (year-to-year comparison) and long-term (highest and lowest comparison) trends of a district’s

allocation of monies to instruction. Depending on how much a district spends in total, even small changes in a district's percentage spent on instruction can equate to large changes in the actual dollars the district spent.

Prior fiscal year

FY 2022

52.2%

Current fiscal year

FY 2023

51.6%

Highest fiscal year

FY 2009

58.5%

Lowest fiscal year

FY 2023

51.6%

Why monitor school district spending?

Most school district funding is based on the number of students attending, and districts can choose how to spend most funding, so every decision a school district makes to spend on one operational area directly impacts its ability to spend on another. For example, if a district has higher spending in plant operations, it will have fewer dollars to spend on instruction.

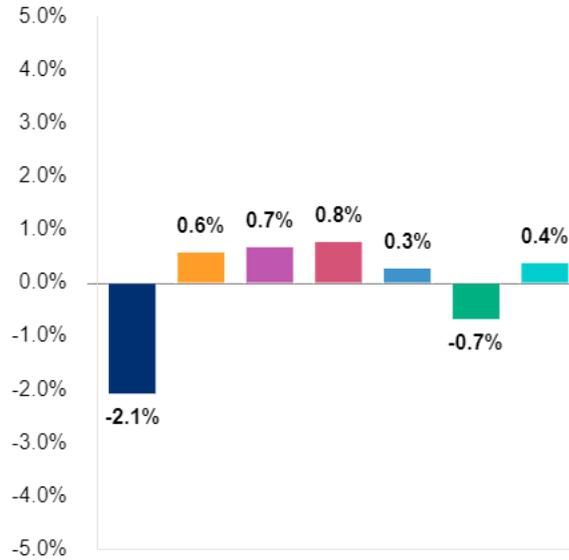
The bar chart below, "Percentage point change in spending by area," illustrates how Amphitheater Unified School District's spending by area has changed from the prior fiscal year and 5 fiscal years ago.

To put the spending percentages in context, it also can be helpful to review a district's per student spending in dollars. For example, 2 districts may spend the same percentage of their resources on instruction, but on a per student basis, 1 district may spend hundreds or even thousands of dollars more than the other.

Percentage point change in spending by area

Compare District's FY 2023 spending to:

District's FY 2018 spending (5-year comparison) ▼



Change in classroom spending, -0.8%

- Instruction, -2.1%
- Student support, 0.6%
- Instruction support, 0.7%

Change in nonclassroom spending, 0.8%

- Administration, 0.8%
- Plant operations, 0.3%
- Food service, -0.7%
- Transportation, 0.4%

Per student spending by area

Compare District's FY 2023 spending to:

District's FY 2022 spending (1-year comparison)



Area	District FY 2022	District FY 2023	1-year change
Classroom spending			
Instruction	\$5,653	\$6,436	+\$783
Student support	\$969	\$1,130	+\$161
Instruction support	\$609	\$742	+\$133
Nonclassroom spending			
Administration	\$1,058	\$1,170	+\$112
Plant operations	\$1,498	\$1,795	+\$297
Food service	\$440	\$463	+\$23
Transportation	\$602	\$747	+\$145
Total operational	\$10,829	\$12,483	+\$1,654
Land and buildings	\$827	\$1,168	+\$341
Equipment	\$617	\$996	+\$379
Interest	\$249	\$233	-\$16
Other	\$69	\$196	+\$127
Total nonoperational	\$1,762	\$2,593	+\$831
Total per student spending	\$12,591	\$15,076	+\$2,485

Operational efficiency measures

Performance measures, such as those shown below, can be used in addition to the instructional spending percentage to assess a district's operational efficiency. We have classified the District's spending relative to its peer districts' average as very low, low, comparable, high, very high, or N/A (not available or applicable). High or very high spending when compared to peer averages may signify an opportunity for improved efficiency in that area. A district's data may not be available or applicable if they did not operate a program in that operational area. For example, not all districts operate food service or transportation programs.

For more information on how we calculate these measures, see the "Operational efficiency measure calculations" section on the [Glossary page](#).

Operational area	Measure	State average	Peer average 	District	District spending relative to the peer average
Administration	Spending per student	\$1,207	\$1,116	\$1,170	Comparable
	Students per administrative position	62	65	45	N/A
Plant operations	Spending per square foot	\$8.05	\$8.36	\$7.89	Low
	Square footage per student	169 ft ²	156 ft ²	228 ft ²	N/A
Food service	Spending per meal	\$4.12	\$3.98	\$3.24	Very Low
	Meals per student	128	100	143	N/A

Transportation performance measures are compared using different peer groups because we have found there are other factors, such as the number of miles a district averages for each rider, that impact transportation spending. For more information on how we create transportation peer groups see the “District peer groups” section on the [Glossary page](#).

Operational area	Measure	State average	Peer average 	District	District spending relative to the peer average
Transportation	Spending per mile	\$6.19	\$6.77	\$9.46	Very High
	Spending per rider	\$2,039	\$2,632	\$3,456	Very High

Why monitor average teacher salary?

Teacher salaries are one of a school district’s most substantial costs and have been a topic of high interest in recent years in Arizona. Therefore, we have expanded our reporting on average teacher salary in FY 2023 to provide additional information based on stakeholder feedback. The breakdown below shows Amphitheater Unified School District’s average teacher salary and amount from Classroom Site Fund (CSF) monies as we have reported in prior years. In FY 2023, we have also reported the average base salary for teachers depending on their years of experience. This differs from the average teacher salary. Specifically, average base salary represents the average of only base salaries paid to the teachers within the presented categories of years of experience, meaning it does not reflect additional pay teachers may receive, such as performance pay and stipends or additions to base pay unrelated to additional duties. Neither the average teacher salary nor the average base salary includes payments for additional nonteaching duties a teacher may perform for additional pay, such as tutoring, cocurricular activities, or athletics. A district’s average base salary may not be available if the District did not have teachers during the fiscal year for one of the categories of years of experience. For some districts, the data did not meet our criteria for reporting, which is indicated by NR (not reliable).

The additional teacher salary information we report this year can provide a better picture of how a district pays its teachers. For example, if a district has a large difference between the average base salary for teachers in their first 3 years and the average base salary of teachers in their 4th year or later, it indicates that the district’s salary schedule provides additional base compensation to teachers as they gain additional teaching experience. If the district’s total

average teacher salary is substantially higher than the base salary amounts, it indicates that the district pays teachers more in performance pay and one-time payments than a district whose overall average teacher salary is similar to its base salary amounts. Further, not all districts recognize a teacher’s classroom experience outside of their school district when determining a teacher’s pay. The graphic below indicates whether the district reported recognizing classroom experience outside of the district, and if so, whether the district reported compensating teachers for classroom experience through placement on the district’s salary schedule, meaning the teacher’s experience resulted in a higher base pay, and/or by making additional payments to teachers in addition to their base pay, such as a stipend.

Additionally, it is important to consider the proportion of experienced teachers in a district’s [teacher population](#)ⁱ, which can impact a district’s average teacher salary. For example, a district’s total average teacher salary may have decreased since the prior year if its most experienced teachers have left district employment and the district has hired less experienced teachers to replace them. Smaller districts generally have more variation in average teacher salary and other teacher measures due to their smaller teacher population where replacing one experienced teacher with a less experienced teacher can have a more substantial year-to-year impact on reported amounts.

Average teacher salary and other teacher measures (FY 2023)

District’s average teacher salary

\$57,586

Amount from CSF: \$13,884ⁱ

District’s average teacher salary is

-\$5,348

compared to the State average

District reported that it paid any of its teachers for prior classroom experience outside the District. **Yes**

If yes, the district reported these payments as:

Included in base salary by being accounted for with salary schedule placement: **Yes**

In addition to, but separate from, base salary: **No**

Average years of teacher experience

12.6 years

Percentage of teachers in their first 3 years

15%

Average base salary of teachers in their first 3 years ⁱ

\$48,790

Percentage of teachers in their 4th year or later

85%

Average base salary of teachers in their 4th year or later ⁱ

\$54,893

Students per teacher ⁱ

14.6

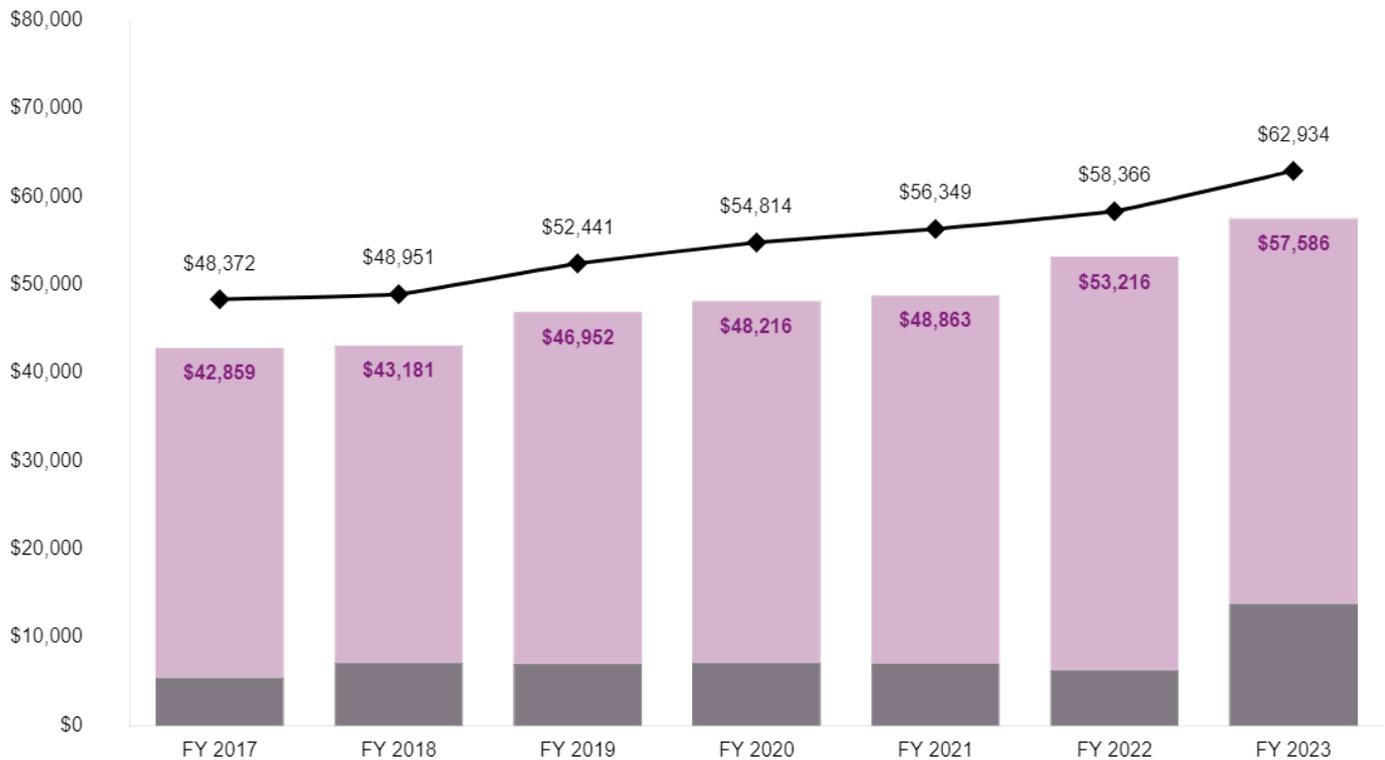
Students per teacher is total students attending divided by total certified teachers. Total certified teachers includes special-area teachers such as art, music, and physical education teachers.

Districts received additional State monies intended to increase average teacher salary

In FYs 2018 through 2021, the State provided additional monies to districts to increase teacher salaries by 20 percent from the FY 2017 base year. The bar chart below shows how Amphitheater Unified School District's average teacher salary changed during this time frame and immediately after the annual State increases from FYs 2018 through 2021 ended, as well as how it compared to the State-wide average. Additionally, the chart shows the portion of the District's average teacher salary paid with CSF monies.

We have also included a table that displays other student- and teacher-related measures that may provide additional context regarding changes to Amphitheater Unified School District's average teacher salary during this timeframe. For instance, changes in a district's teacher population can impact the district's average teacher salary.

District average teacher salary compared to State average (FYs 2017-2023)



State average teacher salary

District average teacher salary

Amount from other funds

Amount from CSF monies

Prior years' District average teacher salary and other teacher measures

Year	District average teacher salary	Students per teacher ¹	Average years of teacher experience	Percentage of teachers in first 3 years
FY 2023	\$57,586	14.6	12.6	15%
FY 2022	\$53,216	15.2	12.7	14%
FY 2021	\$48,863	13.6	12.6	16%
FY 2020	\$48,216	16.7	12.5	15%
FY 2019	\$46,952	17.0	12.3	18%
FY 2018	\$43,181	17.2	12.3	18%

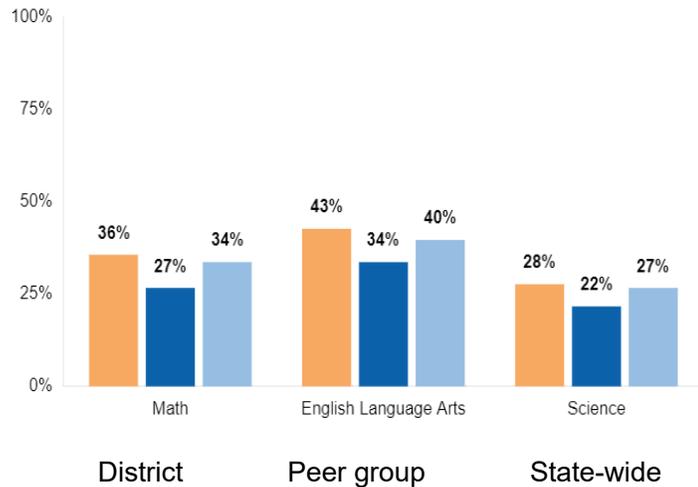
Year	District average teacher salary	Students per teacher ⁱ	Average years of teacher experience	Percentage of teachers in first 3 years
FY 2017	\$42,859	17.2	12.5	16%

Student achievement

For FY 2023, we present an achievement peer group weighted average and the State average for comparison to the individual districts' percentage of students who passed State assessments in Math, English Language Arts (ELA), and Science assessments. We report a passage rate consistent with ADE's publicly available data file, and therefore, some individual districts' results may not be available due to ADE's redaction standards. For FY 2023, we also present an achievement peer group weighted average and the State average for comparison. For more information on how we create achievement peer groups, see the "District peer groups" section on the [Glossary page](#).

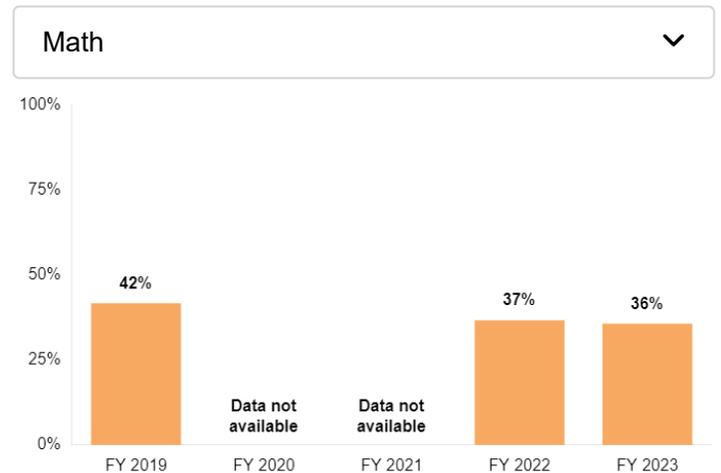
Additionally, we have included the district's percentage passing for each of the past 5 fiscal years, excluding FYs 2020 and 2021, for Math, ELA, and Science assessments. In FYs 2020 and 2021 State assessment testing was impacted by the COVID-19 pandemic, with school districts being exempted from conducting State assessments in FY 2020 and not all eligible students participating in FY 2021.

District, District peer group, and State-wide student passing percentage (FY 2023)



District's student achievement (5-year trend)

View the percentage of District students who passed State assessments for:



District students who passed the State assessment for Math



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

DATE OF MEETING: **March 26, 2024**

TITLE: **Approval of Appointment of 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 March 18, 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: March 18, 2024

Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Orelup	Annette	Principal	CT-AD	Keeling Elementary			Rehire		*\$102,880.35

26

*	2024-2025 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker



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

DATE OF MEETING: **March 26, 2024**

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

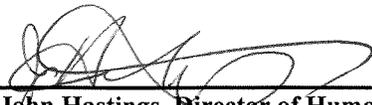
BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of March 18, 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: March 18, 2024



Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Baier	Tracy	Teacher - ED (SPED) Classroom	CT-RET	Amphi High School			Rehire		*\$49,966.64
Landrith	David	Teacher - Academic Intervention	CT-RET	Amphi High School			Rehire		*\$56,369.09
Tillicki	Nicole	Teacher - Grade 5	CT-RET	Innovation Academy			Rehire		*\$69,578.63
Hicks	Cassandra	Psychologist	CT-PR	Wetmore Center	PSYCH-DOC	8 years	Replacement	Ms. McGraw	*
Rodriguez	Emilio	Social Worker	CT-PR	Nash Elementary	SOCIAL WOF	2 years	Replacement	Ms. Jarrett	*
Rodriguez	Emilio	Social Worker	CT-PR	Nash Elementary	SOCIAL WOF	2 years	Replacement	Ms. Jarrett	*
Anders	Ashley	Teacher - Grade 5	CT	Nash Elementary			Rehire		*
Balkow	Nicholas	Teacher - Grade 5	CT	Keeling Elementary	CTT-BA	2 years	Replacement	Ms. Orelup	*
Bell	Amy	Teacher - Grade 2	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*
Blockburger	Cynthia	Teacher - General Science	CT	La Cima Middle School	CTT-MA+	9 years	Replacement	Mr. Humphreys	*
Bradbury	Nicole	Teacher - English	CT	Amphi High School			Rehire		*
Diaz	Richard	Teacher - Software and App Desig	CT	Amphi High School			Rehire		*
Figueroa	Andrea	Teacher - Preschool	CT	Amphi High School			Rehire		*
Friezen	Cori	Teacher - P. E.	CT	Innovation Academy			Rehire		*
Gandolph	Stephanie	Teacher - Kindergarten	CT	Innovation Academy			Rehire		*
Holland	Melissa	Teacher - Architectural Drafting	CT	Nash Elementary			Rehire		*
Holland	Melissa	Teacher - Art	CT	Nash Elementary			Rehire		*
Holland	Melissa	Teacher - STEM (Elementary)	CT	Nash Elementary			Rehire		*
Holly	Shane	Teacher - English	CT	Ironwood Ridge High	CTT-MA	4 years	Replacement	Dr. Jenkins	*
Huber	Brian	Teacher - Physics	CT	Ironwood Ridge High	CTT-BA	0 years	Replacement	Dr. Jenkins	*
Johnson	Neely	Teacher - Social Studies	CT	La Cima Middle School			Rehire		*
Johnson	Neely	Teacher - AVID	CT	La Cima Middle School			Rehire		*
Kener	Emily	Teacher - Grade 1	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*

28

*	2024-2025 School Year	HSP High School Principal					ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal					ADCL	Addendum Classified	
New	New hire filling a newly created position	ESP Elementary School Principal					ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Kerchner	Morgan	Teacher - Grade 4	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*
Laliberte	Caroline	Teacher - Kindergarten	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*
McMillan-Dale	Meredith	Teacher - Art	CT	Mesa Verde Elementary			Rehire		*
Padilla	Lisa	Teacher - English	CT	Amphi High School			Rehire		*
Patch-Wanmer	Madison	Teacher - Grade 1	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*
Randall	Lesia	Teacher - Digital Photography	CT	Amphi High School			Rehire		*
Rankin	Sophia	Teacher - Music	CT	Nash Elementary			Rehire		*
Samsel	Melissa	Teacher - Art	CT	Innovation Academy			Rehire		*
Stefano	Cara	Teacher - Special Education Reso	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Sheber	*
Thomas	Kelsey	Teacher - Cross Categorical Class	CT	Nash Elementary			Rehire		*
Toto	China	Teacher - Grade 1	CT	Prince Elementary	CTT-BA	2 years	Replacement	Ms. Sheber	*
Velasquez	Jeanne	Teacher - Early Childhood Educati	CT	Amphi High School			Rehire		*
Veytia	Andrea	Teacher - General Science	CT	La Cima Middle School			Rehire		*
Villar-Murray	Miranda	Teacher - Mathematics	CT	La Cima Middle School	CTT-BA	1 year	Replacement	Mr. Humphreys	*
Welsh	Adam	Teacher - History	CT	Ironwood Ridge High			Rehire		*
Willson	Patricia	Teacher - Cross Categorical Class	CT	Wilson K-8 School	CTT-MA	4 years	Replacement	Ms. Sullivan	
Young	Robin	Teacher - Mathematics	CT	Amphi High School	CTT-MA	6 years	Replacement	Mr. Malis	*
Padilla	Dolores	Special Education Teaching Assis	CL-RET	Prince Elementary	3	5 years	Rehire	Ms. Sheber	*
Rogan	James	Campus Monitor	CL-RET	Mesa Verde Elementary			Rehire		*
Schrepfer	Sandra	Special Education Teaching Assis	CL-RET	Mesa Verde Elementary			Rehire		*
Couch	Crissi	Accountant	CL-PR	Wetmore Center	PR EX	4 years	Replacement	Mr. Little	
Pye	Andragayle	GEAR UP Coach	CL-PR	Amphi High School			Rehire		*
Watson	Laura	GEAR UP Coach	CL-PR	Amphi High School			Rehire		*
Alanis	Juana	Custodian I	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Blevins	Robin	Agriscience Assistant	CL	Amphi High School			Rehire		*

29

*	2024-2025 School Year	HSP High School Principal					ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal					ADCL	Addendum Classified	
New	New hire filling a newly created position	ESP Elementary School Principal					ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Contreras	Jesus	Custodian I	CL	Cross Middle School	2	5 years	Replacement	Mr. Gutierrez	
Cook	Melissa	Classroom Aide/Caregiver	CL	Mesa Verde Elementary			Rehire		*
Cortez	Monique	Special Education Teaching Assis	CL	Rio Vista Elementary			Rehire		
Crooker	Marlene	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	0 years	Replacement	Mr. Szczepaniack	
Dalton-Aragon	Jaron	Instructional Technology Specialis	CL	La Cima Middle School			Rehire		*
Figueroa	Cameron	Classroom Aide/Caregiver	CL	Mesa Verde Elementary			Rehire		*
Headley	Erika	Special Education Teaching Assis	CL	Mesa Verde Elementary			Rehire		*
Honomichi	Erika	Special Education Teaching Assis	CL	Mesa Verde Elementary			Rehire		*
Hughes	Amber	Special Education Teaching Assis	CL	Amphi High School			Rehire		*
Jordan	Meghan	Student Services Coordinator Assi	CL	Wetmore Center	2	5 years	Replacement	Ms. McGraw	
Kincaid	Jillian	Student Services Coordinator Assi	CL	Wetmore Center	2	2 years	Replacement	Ms. McGraw	
Lake	Colin	Instructional Technology Specialis	CL	Nash Elementary			Rehire		*
Mahnk	Allan	Instructional Specialist - Land Lab	CL	Amphi High School			Rehire		*
Maugans	Elissa	Classroom Aide/Caregiver	CL	Nash Elementary			Rehire		*
Murrill	Kellie	Special Education Teaching Assis	CL	Rillito Center	3	5 years	Replacement	Mr. Wolf	30
Obregon	Frank	Security Officer	CL	Amphi High School	6	5 years	Replacement	Mr. Malis	
Ontiveros-Willis	Daniel	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Parra	Deborah	Classroom Aide/Caregiver	CL	Mesa Verde Elementary			Rehire		*
Price	Hayden	Computer Systems Operator	CL	Amphi High School	3	5 years	Replacement	Mr. Malis	
Reil	Elisabeth	Special Education Teaching Assis	CL	Amphi High School			Rehire		*
Rodriguez	Brianna	School Health Assistant	CL	Cross Middle School	1	5 years	New	Ms. Perkovic	
Schelle	Heather	Special Education Teaching Assis	CL	Mesa Verde Elementary			Rehire		*
Shuman	Debra	Special Education Teaching Assis	CL	Amphi High School			Rehire		*
Stone	Jessica	Crossing Guard	CL	Prince Elementary	1	0 years	Replacement	Ms. Sheber	
Stout	Nathan	Custodian I	CL	Coronado K-8 School	2	0 years	Replacement	Ms. Letts	

*	2024-2025 School Year	HSP High School Principal					ADCT	Addendum Certified	
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Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal					ADDM	Addendum Only	
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal					CT-AD	Certified Administrative	
Rescind	Declined position after appointment	ESA Elementary Assistant Principal					CT	Certified	
		SAS Support Administrator					CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Teager	Lisa	GEAR UP Assistant	CL	Amphi High School			Rehire		*
Thongkumsai	Bobby	Bus Driver	CL	Wetmore Center	11	0 years	Replacement	Ms. Frye-George	
Williams	Danika	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	\$14.35 per hour

*	2024-2025 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
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Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
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Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

03/26/2024

SUBSTITUTES

GOVERNING BOARD MEETING
APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Abney	Matt		CT		03/05/2024	
Amaral	Alyssa		CT		03/04/2024	
Baker	Adele		CT		02/29/2024	
Collins	Camryn		CT		02/21/2024	
Conti	Joseph		CT		02/27/2024	
Davis	Meghan		CT		02/29/2024	
El-Shabasy	Amira		CT		02/27/2024	
Felix	Ronald		CT		02/29/2024	
Graham	Dana		CT		02/27/2024	
Hilbert	Kathryn		CT		02/27/2024	
Krackow	Fran		CT		03/07/2024	
Romanov	Jasmine		CT		03/04/2024	
Sachar	India		CT		02/21/2024	
Smith	Elizabeth		CT		02/29/2024	
Stabbert	Aimee		CT		02/27/2024	
Stevens	Hailey		CT		02/28/2024	
Uysal	Hacer		CT		02/29/2024	
Wasilewski	Justine		CT		02/29/2024	

32

Zespy Erin CL 03/04/2024

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: March 26, 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 March 18, 2024.

This agenda item also provides the following job description for consideration and approval by the Governing Board:

Bookstore Bookkeeper (formerly Bookkeeper I)

The Bookkeeper I job description has been retitled and revised to represent the position's essential duties and responsibilities more accurately. While a revision to the description is warranted, a wage modification is not. Therefore, the position will remain to be paid at Level 3 of the Support Staff/Classified Salary Placement Schedule.

In addition, a change in the Quality First Incentive program for preschools is presented for consideration and approval by the Governing Board.

On January 9, 2024, the Governing Board approved a First Things First stipend of \$500.00 to all teachers, instructional specialists, teaching assistants, and aide/caregivers that work in a four- or five-star building.

Information has been received that the Quality First stipend was increased to \$1,000.00 for 5-star schools. The additional stipend will also come from the First Things First program. We would like this annual stipend to be paid out to our teachers, instructional aides, and caregivers that work in these buildings in February each year.

RECOMMENDATION:

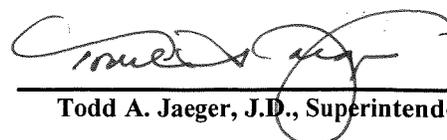
It is the recommendation of the Administration that the personnel changes be approved as presented as well as the approval of the additional Quality First stipend.

INITIATED BY:



John Hastings, Director of Human Resources

Date: March 18, 2024



Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Ross	Sarah	Social Worker	CT-PR	Holaway Elementary	Decrease FTE			*<0.5 FTE>
Arredondo	Mateo	Teacher - Mathematics	CT	Amphi High School	Transfer			*
Blayda	Meghan	Teacher - Preschool Director	CT	Copper Creek Elementary	Transfer			*
Boyer	Lisa	Teacher - REACH	CT	Wilson K-8 School	Added Duty			\$4,091.86
Brandon	Shannon	Teacher - Music	CT	Harelson Elementary	Transfer			*
Brandon	Shannon	Teacher - Music	CT	Harelson Elementary	Transfer			*
Brown	Ashlyn	Teacher - Grade 3	CT	Walker Elementary	Transfer			*
Campbell	Ondrea	Teacher - ELL/SEI	CT	Amphi Middle School	Added Duty			\$3,012.03
Duran	Juanita	Teacher - ELL/SEI	CT	Amphi Middle School	Added Duty			\$2,752.49
Emans	Kaylee	Teacher - Grade 4	CT	Harelson Elementary	Transfer			*
Gilchrist	Lindsey	Teacher - Grade 2	CT	Prince Elementary	Transfer			*
Goldberg	Gina	Teacher - P. E.	CT	Nash Elementary	Transfer			*
Goldberg	Gina	Teacher - P. E.	CT	Nash Elementary	Transfer			*
Goldberg	Gina	Teacher - Adaptive P.E.	CT	Nash Elementary	Transfer			*
Granillo	Russell	Teacher - Music	CT	Prince Elementary	Transfer			*
Granillo	Russell	Teacher - Music	CT	Prince Elementary	Transfer			*
Granillo	Russell	Teacher - Orchestra	CT	Prince Elementary	Transfer			*
Hoel	Lindsey	Teacher - Kindergarten	CT	Innovation Academy	Transfer			*
Keller	Jennifer	Teacher - ELL/SEI	CT	Amphi Middle School	Added Duty			\$3,216.61
Lawrence	Mia	Teacher - REACH	CT	Wilson K-8 School	Increase FTE			+0.4 FTE
Rodriguez	Kallie	Teacher - Social Studies	CT	Amphi Middle School	Salary Adjustment	CTT-BA+	+\$666.75	*
Stewart	Eric	Teacher - Grade 5	CT	Mesa Verde Elementary	Transfer			*

34

*	2024-2025 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
Stewart	Patricia	Teacher - Grade 3	CT	Mesa Verde Elementary	Transfer			*
White	Morgan	Teacher - Grade 2	CT	Copper Creek Elementary	Transfer			*
Wright	Treva	Teacher - Grade 1	CT	Walker Elementary	Transfer			*
Aldworth	Nicole	Library Assistant	CL	Keeling Elementary	Transfer	4	4 years	*
Fenn	James	Custodian I	CL	Coronado K-8 School	Transfer			
Kornman	Fredericka	Classroom Aide/Caregiver	CL	Walker Elementary	Correction			Status correction
Molina Velazquez	Andres	Classroom Aide/Caregiver	CL	Keeling Elementary	Transfer	2		
Rodriguez	Paul	Computer Network Systems Installer	CL	Wetmore Center	Promotion	12	+\$2.16	
Slaton	Stephanie	Behavioral Intervention Monitor	CL	CDO High School	Transfer	2	-\$0.85	
Anderson	Rebecca	ADDN - Certified Tutor	ADCT	Mesa Verde Elementary	Addendum			\$30.00 per hour
Avila	Paul	ADDN - Student Council MS	ADCT	Amphi Middle School	Addendum			\$1,350.00
Beker-Rohrer	Judith	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour
Boe	Bradley	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			\$31.14 per hour
Bomke Keating	Amy	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum			\$400.00
Boyer	Lisa	ADDN - Essential Recruit Stipend	ADCT	Wilson K-8 School	Correction			Stipend \$2,943.69
Bradbury	Nicole	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour
Bratthauer-Heaps	Dawn	ADDN - Section 504 2nd Position	ADCT	Wetmore Center	Addendum			\$800.00
Brown	Karen	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum			\$25.00 per hour
Bruce	Kathryn	Coach - Volleyball Head MS	ADCT	Coronado K-8 School	Addendum			\$1,700.00
Busenbark	Dana	ADDN - Homebound	ADCT	La Cima Middle School	Addendum			\$30.00 per hour
Candelaria	Maria	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum			\$30.00 per hour
Christman	Jill	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum			\$400.00
Counts	Austin	ADDN - Extra Hours	ADCT	La Cima Middle School	Addendum			\$25.29 per hour
Diaz	Richard	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour

35

*	2024-2025 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
Duran-Keppler	Monica	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Engle	Katherine	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Garcia	Carla	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Garcia	Tiffin	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Gotlieb	Hayley	ADDN - Extra Hours	ADCT	Wetmore Center	Addendum		\$27.35 per hour	
Gritis	Abigail	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum		\$1,400.00	
Haverty	Matthew	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Horetski	Christine	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Impelluso	Sonya	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Johnson	Marian	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Lawrence	Mia	Teacher - REACH	ADCT	Wilson K-8 School	Addendum		\$520.39	
Linn	David	ADDN - Homebound	ADCT	Wilson K-8 School	Addendum		\$30.00 per hour	
McQuade	Lavinia	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Obregon	Jose	Coach - Volleyball Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Padilla	Lisa	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	36
Parham	John	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Pechuzal	Caroline	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum		\$200.00	
Rondeau	Caroline	Special Education Facilitator	ADCT	Walker Elementary	Addendum		*\$750.00	
Rose	Stileda	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Sanchez	Tenaya	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum		\$600.00	
Sandoval	Gary	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Silvas	Sharon	Coach - Track Head MS	ADCT	Wilson K-8 School	Addendum		\$1,700.00	
Smith	Lucas	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Smith	Shawn	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	

*	2024-2025 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
Sparlin	Erika	Coach - Track Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,400.00	
Stoxen	Amanda	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Street	Lee	ADDN - Extra Hours	ADCT	CDO High School	Addendum		\$31.75 per hour	
Summons	Sjana	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Thomure	Emery	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum		\$200.00	
Velasquez	Jeanne	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Vo	Michael	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Walker	Melissa	ADDN - Academic Assistant EL	ADCT	Rio Vista Elementary	Addendum		\$700.00	
Watson	David	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Watson	David J. E.	Coach - Volleyball Assistant - 2nd Se	ADCT	Amphi High School	Addendum		\$2,400.00	
Willis	John	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Willis	Maria	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Yeager	Elizabeth	ADDN - IB Essay Coach HS	ADCT	CDO High School	Addendum		\$200.00	
Baird	Leonar	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$16.10 per hour	
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$23.77 per hour	
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$23.77 per hour	
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$23.77 per hour	
Cuyler	Wayne	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$20.33 per hour	
Dempsey	Clifford	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$14.50 per hour	
Guitron	Sarah	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.78 per hour	
Icely	Benjamin	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$21.66 per hour	
Kaysen	Brian	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$19.75 per hour	
Manes	Rorie	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.06 per hour	
Moody	Dora	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$20.14 per hour	

37

*	2024-2025 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
Moran	Dessie	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$20.13 per hour
Moreno Andrade	Elizabeth	ADDN - Instructional Aide	ADCL	Rio Vista Elementary	Added Duty			\$14.50 per hour
Ochoa	Jose	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$20.13 per hour
Pinto	Arcilio	ADDN - Extra Hours	ADCL	CDO High School	Added Duty			\$17.26 per hour
Plattor	Edward	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$21.02 per hour
Plattor	Edward	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$21.02 per hour
Salvas	Paul	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$20.75 per hour
Sena	John	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$20.70 per hour
Thongkumsai	Bobby	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$17.75 per hour

*	2024-2025 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		



BOOKSTORE BOOKKEEPER

QUALIFICATIONS

A. REQUIRED

- High school diploma or GED
- Two years of previous clerical experience
- Good working knowledge of computer applications, including word processing, database and spreadsheet applications
- Equivalent combination of education/training/experience

B. DESIRED

- Thorough knowledge of bookkeeping techniques; accurate and reasonable speed in mathematical operations
- Thorough knowledge of keyboarding, calculators, and other bookkeeping machines
- Previous experience in a school setting

SUMMARY

Prepares statements of accounts in accordance with policies of the District. Performs specialized clerical work in keeping financial records of moderate variety.

Reports to appropriate Administrator

ESSENTIAL FUNCTIONS

- Maintains general accounting records of moderate complexity and variety according to established procedures
- Maintains such records as journals, check registers, accounts receivable, general ledgers, and makes adjustments as required
- Deposits money and posts to proper accounts; and balances bank statements and financial statements at the end of each month
- Prepares daily deposit for bookstore for deposit to the bank
- Prepares checks to vendors weekly
- Collects and records student fees
- Assumes correspondence of a routine or moderately technical nature regarding matters of finance; may perform keyboarding/data entry and operate a variety of office and accounting software
- Prepares cash boxes for all athletic/club events including reconciliation paperwork; and reconciles cash boxes upon return and posts to correct school account
- Secures deliveries of materials, supplies, and equipment
- Maintains fundraiser and school club documentation, AP exams paperwork, and spreadsheets for various reports
- Responsible for maintaining textbooks and upholding sanitation standards
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district wide educational advancement in 21st Century skills
- Integrates knowledge and skills that are relevant to the 21st Century
- Performs other related duties as assigned



BOOKSTORE BOOKKEEPER

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to concentrate for extended periods of time
- Ability to remain seated for extended periods of time
- Ability to multi-task in an office setting
- Ability to perform calculations
- Ability to effectively communicate
- Ability to perform functions from oral and written instructions
- Ability to evaluate written materials
- Ability to perform functions requiring manual dexterity



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

DATE OF MEETING: **March 26, 2024**

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

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of March 18, 2024.

RECOMMENDATION:

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

INITIATED BY:

A handwritten signature in black ink, appearing to read "John Hastings", is written over a horizontal line.

John Hastings, Director of Human Resources

Date: March 18, 2024

A handwritten signature in black ink, appearing to read "Todd A. Jaeger", is written over a horizontal line.

Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Johnson	Danielle	Teacher - Grade 3	CT	Mesa Verde Elementary	03/25/2024	Extension
Marcisak	Adrianna	Teacher - American Sign Language	CT	CDO High School	03/08/2024	End
Mendivil	Jorge	Teacher - Mathematics	CT	Amphi High School	03/08/2024	End
Papajohn	Sarah Beth	Teacher - Preschool Director	CT	Mesa Verde Elementary	02/15/2024	Start
Papajohn	Sarah Beth	Teacher - Preschool Director	CT	Mesa Verde Elementary	03/08/2024	End
Penna	Kelli	Teacher - Special Education Resou	CT	Keeling Elementary	04/01/2024	Extension
Queiruga	Jennifer	Teacher - Academic Intervention	CT	Amphi Middle School	03/05/2024	Start
Summers	Braunson	Teacher - Special Education Resou	CT	CDO High School	02/23/2024	End
Carless	Manne	Food Service Attendant	CL	Ironwood Ridge High	02/28/2024	Start
Castaneda	Candelaria	Bus Driver	CL	Transportation	03/18/2024	Extension
Garcia	Guadalupe	Custodian I	CL	Cross Middle School	03/06/2024	Extension
Guadian	Amelinda	Bus Driver	CL	Transportation	03/08/2024	End
Melzer	Donna	Bus Driver	CL	Transportation	02/06/2024	Start
Meneses	Annmarie	Transportation Attendant	CL	Transportation	02/27/2024	End
Moore	Juana	Custodian I	CL	Cross Middle School	02/14/2024	Start
Rodriguez	Ann Elizabeth	Special Education Teaching Assist	CL	Wilson K-8 School	02/12/2024	Start
Romero	Cenobio	Custodian I	CL	Walker Elementary	03/18/2024	Extension
Salaz III Smith	Yvonne	Security Officer	CL	Ironwood Ridge High	02/29/2024	End
Vegas	Stephanie	Special Education Teaching Assist	CL	Wilson K-8 School	03/12/2024	Start
Wilson	Larry	Custodian I	CL	Amphi High School	02/02/2024	Start

42

- * 2024-2025 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: March 26, 2024

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of March 18, 2024.

RECOMMENDATION:

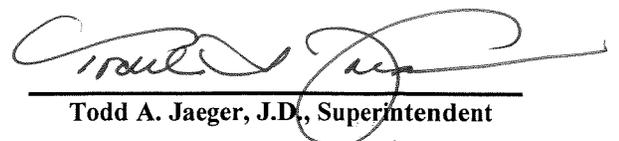
It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: March 18, 2024



Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Escalada	James	Counselor	CT-PR	Amphi Middle School	03/13/2024	Separation Agreement	
Galassi	Elizabeth	Speech/Language Pathologi	CT-PR	Wetmore Center	05/17/2024	Resignation	
Grusenmeyer	Lauren	Audiologist	CT-PR	Wetmore Center	05/24/2024	Resignation	
Somerville	Trasea	Speech/Language Pathologi	CT-PR	Wetmore Center	05/17/2024	Resignation	
Boyd	Lisa	Teacher - Grade 2	CT	Coronado K-8 School	05/17/2024	Retirement	Returning ESI
Carlisle	Kerry	Teacher - Special Education	CT	Amphi Middle School	05/17/2024	Resignation	
Celaya	Carole	Teacher - Kindergarten	CT	Painted Sky Elementary	05/17/2024	Retirement	
Dominguez	Lynette	Teacher - Academic Interve	CT	Coronado K-8 School	05/17/2024	Retirement	Returning ESI
Dominguez	Lynette	Teacher - ELL/SEI	CT	Coronado K-8 School	05/17/2024	Retirement	Returning ESI
Dwivedi	Jessie	Teacher - Grade 5	CT	Hareison Elementary	05/17/2024	Resignation	
Garcia Salcido	Jose	Teacher - Physics	CT	Amphi High School	05/17/2024	Resignation	
Holst	Lydia	Teacher - Special Education	CT	Amphi Middle School	05/17/2024	Resignation	44
Johnson	Danielle	Teacher - Grade 3	CT	Mesa Verde Elementary	05/17/2024	Resignation	
Mounts	Deborah	Teacher - ELL/SEI	CT	Prince Elementary	05/17/2024	Retirement	Returning ESI
Murphy	Justin	Teacher - Grade 3	CT	Wilson K-8 School	05/17/2024	Resignation	
Murugesan	Ashreetha	Teacher - Social Studies	CT	Amphi Middle School	05/17/2024	Resignation	
Passeck	Alison	Teacher - Special Education	CT	Coronado K-8 School	02/26/2024	Breach of Contract	
Payne	Hayden	Teacher - General Science	CT	Amphi Middle School	05/17/2024	Resignation	
Payne Joos	Shannon	Teacher - Cross Categorical	CT	Donaldson Elementary	05/17/2024	Resignation	
Rayleigh	Kaylea	Teacher - Grade 3	CT	Mesa Verde Elementary	05/17/2024	Resignation	
Smith	Lucas	Teacher - Mathematics	CT	Amphi High School	05/17/2024	Resignation	
Sullivan	Kayla	Teacher - Academic Interve	CT	Walker Elementary	05/17/2024	Resignation	
Sullivan	Kayla	Curriculum, Instruction, & Int	CT	Walker Elementary	05/17/2024	Resignation	

*	2024-2025 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
Sypherd	Tanner	Teacher - Special Education	CT	Innovation Academy	05/17/2024	Resignation	
Talley	Chelsie	Teacher - Literacy Intervention	CT	Copper Creek Elementary	05/17/2024	Resignation	
Talley	Chelsie	Curriculum, Instruction, & Int	CT	Copper Creek Elementary	05/17/2024	Resignation	
Vickrey	Kimberly	Teacher - Academic Intervener	CT	Amphi Middle School	05/17/2024	Resignation	
Vining	Melanie	Teacher - Grade 3	CT	Painted Sky Elementary	05/17/2024	Resignation	
Zhao	Wen	Teacher - Orchestra	CT	Prince Elementary	05/17/2024	Resignation	
Zhao	Wen	Teacher - Music	CT	Prince Elementary	05/17/2024	Resignation	
Zhao	Wen	Teacher - Music	CT	Prince Elementary	05/17/2024	Resignation	
Mangum	Walt	Manager of Technical Support	CL-PR	Wetmore Center	03/08/2024	Breach of Contract	
Little	Scott	Chief Financial Officer	CL-AD	Wetmore Center	06/30/2024	Retirement	Returning ESI
Avila	Martha	Custodian I	CL	Wilson K-8 School	03/15/2024	Resignation	
Bell	Veronique	Bus Driver Trainee	CL	Transportation	01/25/2024	Resignation	
Brambila Soto	Jesus	Groundskeeper II	CL	Facilities Support	03/07/2024	Resignation	
Evans	Leonda	Transportation Attendant	CL	Transportation	03/01/2024	Resignation	
Hansen	Annelie	Library Assistant	CL	Innovation Academy	05/23/2024	Resignation	45
Hollfelder	Scott	Auto Mechanic II	CL	Transportation	03/13/2024	Resignation	
Jensen	Lesa	Student Services Coordinator	CL	Wetmore Center	03/27/2024	Resignation	
Lopez	Ann	Bus Driver	CL	Transportation	02/21/2024	Resignation	
Nelson	Mikayla	Graphics & Printing Lead	CL	Graphics & Printing	03/15/2024	Resignation	
Olson	Lisa	Preschool Aide/Caregiver	CL	Copper Creek Elementary	05/16/2024	Resignation	
Stabbert	Aimee	Special Education Teaching	CL	Harelson Elementary	02/19/2024	Resignation	
Wulff	Thomas	Crossing Guard	CL	Prince Elementary	03/08/2024	Resignation	
Zack	Katerina	Classroom Aide/Caregiver	CL	Holaway Elementary	05/10/2024	Resignation	
Lynch	Michelle	Teacher - Homebound	ADCT	Painted Sky Elementary	01/20/2024	Resignation	

*	2024-2025 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 AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 26, 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 March 18, 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: March 18, 2024

Todd A. Jaeger, J.D., Superintendent

3/26/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Alvarado	Elsa	ADDN - Interscholastic Activities I	CDO High School	Stipend	\$1,425.00
Basey	Lars	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$1,200.00
Dowell	Jessica	Coach - Volleyball Assistant MS	Cross Middle School	Stipend	\$1,400.00
Foster	Beth	Coach - Volleyball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Garcia	Latissa	Coach - Softball Assistant HS	CDO High School	Stipend	\$2,400.00
Gessler	Noah	Coach - Baseball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Jacobs	Victor	Coach - Wrestling Assistant MS	Cross Middle School	Stipend	\$1,400.00
Jimenez	Raul	ADDN - Interscholastic Activities I	CDO High School	Stipend	\$1,425.00
McClorey	Nicholas	Coach - Baseball Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Montagono	Cory	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$2,400.00
Pakkala	Jason	Coach - Baseball Head MS	Wilson K-8 School	Stipend	\$1,700.00
Palmer	Marcus	Coach - Track Assistant MS	Cross Middle School	Stipend	\$1,400.00
Stewart	Zachary	Coach - Track Assistant MS	Wilson K-8 School	Stipend	\$1,400.00
Stracco	Katherine	Coach - Softball Assistant HS	CDO High School	Stipend	\$2,400.00

47

* 2024-2025 School Year



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

DATE OF MEETING: March 26, 2024

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$1,496,608.95

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:

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

Scott Little, Chief Financial Officer

Date: March 25, 2024

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

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **March 26, 2024**

TITLE: **Acceptance of Gifts**

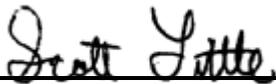
BACKGROUND:

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

RECOMMENDATION:

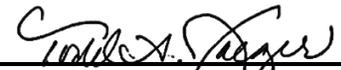
It is the recommendation of the Administration that the above gifts be accepted by the Governing Board.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: March 14, 2024



Todd A. Jaeger, J.D., Superintendent

	Gifts and Donations List	
Gifts and Donations		03-26-24
Ck in the amount \$872.00	American Online Giving Foundation	Painted Sky Elementary School
Ck in the amount \$345.80	American Online Giving Foundation	Canyon del Oro High School
22 Boxes Pretzels	Logan Enterprise	Coronado K-8 School
Ck in the amount \$500.00	National Society of the Daughters of the American Revolution	Copper Creek Elementary School
Ck in the amount \$810.00	Copper Creek Elementary School PTO	Copper Creek Elementary School
Ck in the amount \$500.00	SARSEF	Keeling Elementary School
Ck in the amount \$50.00	SARSEF	Keeling Elementary School
Ck in the amount \$100.00	SARSEF	Keeling Elementary School
Ck in the amount \$50.00	SARSEF	Keeling Elementary School



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

DATE OF MEETING: **March 26, 2024**

TITLE: **Receipt of February 2024 Report on School Auxiliary and Club Balances**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 18, 2024

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

**Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending February 29, 2024**

Beginning Balance	\$ 3,451,046.30
Plus Deposits	178,911.06
Less Disbursements	<u>(286,131.37)</u>
Ending Book Balance For All Schools	<u>\$ 3,343,825.99</u>
Outstanding Deposits	(239,318.70)
Outstanding Checks	<u>149,121.02</u>
Ending Bank Balance For All Schools	<u>\$ 3,253,628.31</u>

**Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending February 29, 2024**

Beginning Balance	\$ 683,505.78
Plus Deposits	45,207.59
Less Disbursements	<u>(44,876.99)</u>
Ending Book Balance For All Schools	<u>\$ 683,836.38</u>
Outstanding Deposits	(31,635.04)
Outstanding Checks	<u>34,242.35</u>
Ending Bank Balance For All Schools	<u>\$ 686,443.69</u>

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending February 29, 2024**

Amphi Middle School

Student Gov't	3,150.77
AVID	154.58
Culture Exchange	146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
Amphi Middle School Total	\$ 8,473.85

Copper Creek Elementary

Student Council	3,928.83
Accelerated Reader Club	-
Turquoise Times	32.28
Copper Creek Total	\$ 3,961.11

Coronado K-8 Schools

Elementary Student Council	4,858.12
Middle School Student Council	3,460.25
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	879.04
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	4,672.84
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
Coronado Total	\$ 28,191.83

Cross Middle School

Student Council	5,078.98
6th Grade Club	282.15
Band Club	1,960.92
Choir Club	2,116.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,845.76
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	3,979.58
Cross Middle School Total	\$ 29,027.13

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending February 29, 2024**

<u>Donaldson Elementary</u>		
Student Council		2,565.55
Donaldson Total	\$	2,565.55
<u>Harelson Elementary</u>		
Student Council		1,327.29
5th Grade Activities		125.36
Track		307.65
Harelson Total	\$	1,760.30
<u>Holaway Elementary</u>		
Student Council		856.24
Holaway Total	\$	856.24
<u>Innovation Academy</u>		
Student Council		592.01
Algebra Club		534.25
Entrepreneur Club		343.86
Odyssey of the Mind		0.61
Innovation Academy Total	\$	1,470.73
<u>Keeling Elementary</u>		
Student Council		1,006.71
Keeling Total	\$	1,006.71
<u>La Cima Middle School</u>		
Student Council		5,298.07
NJHS		1,095.90
La Cima Total	\$	6,393.97
<u>Mesa Verde Elementary</u>		
Student Council		4,616.31
Mesa Verde Total	\$	4,616.31
<u>Nash Elementary</u>		
Student Council		1,634.36
Nash Total	\$	1,634.36
<u>Painted Sky Elementary</u>		
Student Council		3,199.14
Nature Shop		929.20
Orchestra		389.74
Band		479.45
Chorus		653.42
Milers		1,721.75
OM		951.79
Bagel & Books		-
Sign Language		152.00
Algebra		-
Yoga		-
NEHS		470.06
Garden Club		-
Math Club		23.00
Sewing Club		-
Art Club		209.84
Sports Club		120.01
Painted Sky Total	\$	9,299.40

Amphitheater Public School District #10

**Elementary/Middle Schools
Student Activity Account Club Balances
For Month Ending February 29, 2024**

Prince Elementary

Student Council	760.97
Prince Total	\$ 760.97

Rio Vista Elementary

Student Council	981.94
Rio Vista Total	\$ 981.94

Walker

Student Council	2,542.25
Fitness Fanatics	257.90
Odyssey of the Mind	2,848.80
Walker Total	\$ 5,648.95

Wilson

Student Council	10,229.54
Algebra Club	473.77
Archery Club	882.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	908.06
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,552.67
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	2,088.80
Wilson Total	\$ 27,810.86

Total K-8 Club Balances	\$ 134,460.21
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Plus: Outstanding Checks	2,144.18
Less: Outstanding Deposits (Inc CC's)	(3,692.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

Bank Balance	\$ 132,912.39
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Sweep Account	\$ 132,912.39
	0.00

**Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending February 29, 2024**

1001 Student Council	\$ 6,840.08	1300 Football Club	\$ 1,585.58
1035 Art Club	1,056.01	1310 Inter Act Club	1,419.25
1070 Band Club	674.18	1350 Volleyball -Boys	109.35
1080 Baseball	3,309.14	1450 Debate Club	2,137.50
1085 Golf -Boys	-	1470 Soccer -Girls	116.76
1110 Basketball -Girls	672.63	1480 Link Crew	-
1111 Book Club	-	1520 Media Club	1,223.37
1113 Drama Club	1,079.21	1560 National Honor Society	203.12
1115 Choir Club	5,814.43	1590 Odyssey of the Mind	876.16
1120 AVID Club	941.66	1600 Orchestra Club	1,006.17
1145 AHS Chess Club-GOT	20.00	1631 Panther Popcorn	3,086.69
1172 Dance Club	82.46	1740 ASL Club	2,602.44
1180 Basketball -Boys	4,514.34	1744 Auto Skills USA Amphi Chapter	2,339.25
1200 Panther Partners Club	2,623.33	1745 Soccer -Boys	112.82
1223 Creative Writing Club	-	1770 Softball Club	1,510.08
1226 Early Childhood Club	23.00	1780 Spanish Club	1,756.71
1227 Yearbook Club	1,265.49	1785 AHS Spiritlines	1,451.76
1234 FFA Club	2,457.47	1790 Cross Country Club -Girls	1,085.70
1235 FFA - Fair Checks	18,436.56	1803 HOSA Club	1,160.45
1240 Fut Comp Scientists of AHS	2,823.41	1830 Swim Club	1,062.89
1245 French Club	2,359.11	1835 Tennis -Girls	11.72
1255 Photo Club	4,108.41	1840 Tennis -Boys	173.84
1261 The Game Club	51.00	1850 Tech Theater Club	380.68
1265 Equality Club	564.00	1860 Trackers - Track & Field Club	13.38
1280 Greenhouse Club	62.70	1900 Volleyball -Girls	2,449.73
1290 Wrestling	484.45	1905 Beach Volleyball	4,607.98
		1950 Bookstore Over/Short	0.52

Amphi High School Total Clubs	\$ 92,746.97
Plus: Outstanding Checks	5,962.72
Less: Outstanding Deposits (Inc CC's)	(1,867.29)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 96,842.40

Sweep Account \$ 96,842.40
0.00

**Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending February 29, 2024**

1001 Student Council	\$ 42,750.31	1400 HOSA-Bio Science	\$ -
1020 Academic Decathlon	6,221.11	1420 IB Club	259.47
1031 Black Excellence Student Union	231.50	1425 Anime Club	-
1033 Awareness	15.00	1470 Soccer -Girls	-
1034 AM Art Club	203.00	1480 Link Crew	399.61
1050 Amphi All-Stars Club/Special Olympics	472.84	1530 Model United Nations	208.84
1070 Band Club	1,505.00	1560 National Honor Society	1,164.19
1081 Be Kind /Ben's Bell Club	465.64	1590 Odyssey of the Mind	6,666.77
1083 Biology Club	811.25	1600 Orchestra Club	9.55
1084 Bowling Club	506.52	1650 Psychology Club	28.00
1085 Golf -Boys	14,556.92	1710 Math Club	-
1110 Basketball -Girls	3,634.88	1740 Sign Language Club	186.02
1111 Book Club	20.62	1742 Senior Spirit Squad	632.82
1113 Drama Club	7,810.34	1743 Skills USA Architecture	3,171.41
1115 Choir	3,332.51	1744 Skills USA Autos	10,936.32
1118 Engineering Club	558.66	1745 Soccer -Boys	27.60
1128 Mountain Bike	-	1770 Softball Club	2,245.35
1140 Chemistry Club	750.15	1780 Spanish Club	616.92
1145 Chess	1,229.42	1785 Spiritline/ Cheer	1,491.72
1150 Culinary Arts/FCCLA	4,049.57	1786 Stunt & Cheer	9,297.86
1155 Catering	12,833.94	1790 Cross Country	6,407.06
1172 Dance	6,805.20	1800 Sports Medicine- HOSA	2,461.64
1174 Street Hip Hop Club	-	1801 Athletic Training After Teaching (ATAT)	-
1180 Basketball -Boys	-	1830 Swim Club	-
1200 Dream Team	9,396.64	1835 Tennis -Girls	5,232.81
1220 Girls Who Code Club	-	1840 Tennis -Boys	2,022.60
1224 Entrepreneurship Club	1510.00	1860 Track & Field Club	14,418.30
1225 Environmentalist Club	463.12	1865 TRI-M Club	1,177.56
1226 Early Childhood	5913.74	1880 Unicycle	-
1227 Yearbook	7872.91	1900 Volleyball -Girls Club	-
1230 FCA Club	5.00	1905 Volleyball -Beach	4,502.98
1245 French Club	126.76	1911 Poetry Club	-
1250 FBLA	448.00	1913 CDO Magic the Gathering	-
1254 Fashion Photography	33.00	1914 The 3D Printing Club	-
1255 Photography Club	1621.86	1915 CDO Pickleball Club	211.22
1267 LGBTQ+	266.62	1916 Podcast Club	-
1270 German Club	394.98	1917 Clay Club	312.22
1275 Golf -Girls	753.33	1918 CDO Newspaper Club	-
1290 Wrestling	11451.41	1919 Literature Club	-
1300 Football Club	275.53	1940 Decision Point Club	-
1310 Interact	-	1950 Bookstore Over/Short	-
1341 Suicide Awareness Club	-	1989 Taylor Nation (Dorado version)	-
1345 Take-A-Hike Club	-		
1350 Volleyball -Boys	277.87		

CDO High School Total Clubs	\$ 223,663.99
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Plus: Outstanding Checks	15,246.05
Less: Outstanding Deposits (Inc CC's)	(702.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	(5.00)
Bank Balance	\$ 238,203.04

**Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending February 29, 2024**

1001 Student Council	\$ 58,738.91	1430 Key Club	\$ 911.04
1035 Art Club	1,706.53	1450 Speech & Debate	-
1040 Photography/Skills USA	-	1470 Soccer -Girls	19,865.01
1070 Band Club	240.51	1530 Model United Nations	6,600.10
1080 Baseball	1,214.47	1560 National Honor Society	3,564.06
1085 Golf -Boys	3,831.76	1595 Japanese	53.74
1095 Ridge Audio	7,074.69	1600 Orchestra Club	3.75
1110 Basketball -Girls	417.78	1630 Journalism	8,019.87
1113 Drama	419.30	1700 Club Green	1,418.64
1115 Choir	2,356.80	1740 Sign Language	399.00
1125 Silver Singers	-	1745 Soccer -Boys	12,349.95
1128 Cycling Club	-	1750 Robotics Club	2,029.68
1150 Culinary Arts	4,163.20	1760 Rock & Metal	-
1173 Pomline	2,455.29	1770 Softball Club	831.31
1180 Basketball -Boys	1,448.86	1785 Spirit-Cheer Club	10,984.47
1203 Pop till you Drop	864.88	1790 Cross Country	906.13
1226 Early Childhood	80.00	1800 Sports Medicine	1,026.19
1227 Yearbook	12,880.41	1803 Healthcare - HOSA	-
1250 FBLA-Future Business Leaders	-	1830 Swim Club	7,196.90
1256 Film	2,155.89	1835 Tennis -Girls	1,164.25
1260 Gaming	114.95	1840 Tennis -Boys	3,864.88
1266 Q Club	399.57	1850 Tech Theater Club	78.53
1275 Golf -Girls	51.33	1860 Track & Field Club	-
1290 Wrestling	2,153.12	1900 Volleyball -Girls	15,966.88
1300 Football	16,407.72	1905 Volleyball -Beach	650.00
1345 Climbing Club	-	1910 So. AZ Veterans Heritage Club	2,932.35
1350 Volleyball -Boys	12,977.51	1940 Young Life	-
		1950 Bookstore Over/Short	-

IRHS School Total Clubs	\$ 232,970.21
Plus: Outstanding Checks	10,889.40
Less: Outstanding Deposits (Inc CC's)	(25,373.75)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
Bank Balance	\$ 218,485.86

Sweep Account \$ 218,485.86
0.00



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

DATE OF MEETING: **March 26, 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:

CDO Beach Volleyball
Amphitheater Parent Organization (Amphi High)

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: March 13, 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 CDO Beach Volleyball

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 82-4599533

OFFICERS:

Name: Sayonara Coulter

Name: Darlene Garner

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 02/13/24

Date taking office: 03/07/22

Name: Christina Bernatt

Name: Andrea Boothe

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 02/19/24

Date taking office: 02/16/24

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? 2-3 times Executive meetings held how often? 2-3 times

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.

Sayonara M. Coulter 2/13/24
Signature Date

Darlene Garner 2/13/24
Signature Date

Christina Bernatt 2/16/24
Signature Date

Andrea Boothe 2-19-24
Signature Date

Site Administrator's Approval: Tara Bullough 2/21/24
Signature Date

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 2/26/24

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

School Year 2023-2024

Name of Organization Amphitheater Parent Assoc. School Amphitheater High School

Related Student Organization or Club _____ Taxpayer I.D. 42-1679713

OFFICERS:

Name: Jeanne Davis Name: Melinda Kuhn

Office Held: President Office Held: Treasurer

Address: _____ Address: _____

E-mail: _____ E-mail: _____

Phone(s): _____ Phone(s): _____

Date taking office: 07/01/17 Date taking office: 07/01/17

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? annual

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] 10/26/2023 [Signature] 10/26/23
Signature Date Signature Date

Signature Date Signature Date

Site Administrator's Approval: [Signature] 2/27/24
Signature Date

FEB 29 '24 AM 8:10

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 6/23/24
1



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

DATE OF MEETING: March 26, 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-005791 – Failed Chiller Compressor Replacement SF117241
- BRG-005822 – LAC – Classroom Buildings Roof Leaks Needing Repair SF165241
- BRG-005772 – CDO – Fire Alarm System Replacement SF282241

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: March 18, 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)



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

DATE OF MEETING: **March 26, 2024**

TITLE: **Approval of Noncompetitive Contract Teacher Dual Enrollment Fund with Arizona Department of Education**

BACKGROUND:

In January 2024, the Educator Recruitment and Retention Unit from the Arizona Department of Education allocated \$500,000 for incentive bonuses for a one-time payout to dual enrollment teachers who meet the following criteria:

1. Qualify to teach a dual enrollment course
2. Provides instruction in at least one dual enrollment course in Fall 2023 and/or Spring 2024

91

The monies set aside for incentive payouts is the first time any financial incentive has occurred. Currently, dual enrollment teachers do not qualify for the College Credit by Examination Incentive Payout.

Based on the number of qualified teachers submitted to ADE, dual enrollment teachers will receive an incentive bonus up to \$1,000.

The Teacher Dual Enrollment Fund requires participating districts to enter into a noncompetitive contract with the Arizona Department of Education. If approved, qualified dual enrollment teachers will receive the incentive payout prior to the end of the fiscal year.

The contract, accompanying list of teachers in Amphitheater who qualify for the payout, and SPO Form 205 A are attached as part of the Board item

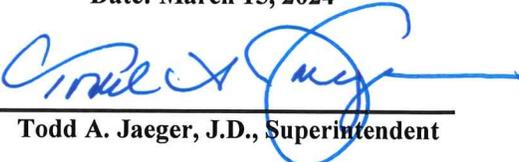
RECOMMENDATION:

This item is presented for the Governing Board's approval, which the administration recommends.

INITIATED BY:


Matthew Munger
Associate Superintendent for Secondary Education

Date: March 15, 2024


Todd A. Jaeger, J.D., Superintendent



Annual Forced Labor of Ethnic Uyghurs Ban Certification for Off-Contract Purchases

State of Arizona
State Procurement Office

Pursuant to A.R.S. § 35-394, written certification is required to show that the entity (hereinafter called the "Contractor") entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

The purpose of this certification is to cover instances in which state agencies have multiple off-contract purchases from the same supplier over the course of a single fiscal year. Instead of asking suppliers to sign a certification each time there is an off-contract purchase, this form may be signed once, but cover the whole fiscal year. To comply with this law, a copy of the current year's certification must be included with the documentation for each off-contract purchase with the Purchase Order Terms and Conditions. To remain compliant with the law, this form must be completed by the supplier prior to each fiscal year.

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

92

Under A.R.S. § 35-394, all state Contractors must select one of the following:

- The Contractor does not use, and agrees not to use during the current fiscal year or term of the contract (whichever is longer), any of the following:
 - Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- The Contractor does participate in the use of forced labor of ethnic Uyghurs in the People's Republic of China as described in A.R.S. § 35-394.
- Exempt Contractor: Select all statements that apply to the Contractor:
 - Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization.

Certification is valid through the end of the current fiscal year (June 30) after the date of signature.

Amphitheater Public Schools

Company Name

701 W. Wetmore

Address

Tucson, AZ, 85705

City, State, ZIP

3-19-2024

Date

Signature of person authorized to sign

Todd A. Jaeger, Superintendent

Printed name and title

tjaeger@amphi.com 520-696-5205

Contact email address

Contact phone number



NONCOMPETITIVE CONTRACT

Contract No: CTRXXXXXX

**ARIZONA DEPARTMENT OF
EDUCATION**
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517
(602) 542-3264 Fax

PROJECT TITLE: TEACHER DUAL ENROLLMENT FUND

Effective Date:
Termination Date:

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the contract.

Dated this 26th day of March, 2023

For clarification contact:
Name: Steven Paulson
Phone: (623) 523-7971
Email: Steven.Paulson@azed.gov

Amphitheater Public Schools

Contractor Name

Signature of Person Authorized to Sign

Date

701 W. Wetmore

TODD A. JAEGER

Address

Printed Name

Tucson AZ 85705

City State Zip Code

Title

This Agreement shall henceforth be referred to as Contract No: **CTRXXXXXX**

State of Arizona

Chief Procurement Officer

Revised 6/7/2023

93

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

This Agreement is entered into by and between the STATE OF ARIZONA (the "State") acting by and through its Department of Education ("ADE") and **APS** (CONTRACTOR).

1. Uniform Terms and Conditions

The Uniform Terms and Conditions are attached hereto and incorporated into this document by reference, and may be obtained by visiting the State Procurement Office website at:

https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.4_05-23_0.pdf

2. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to provide incentive bonuses to high school teachers that provide instruction in at least one dual enrollment course in FY 2024. 94

3. Term of Agreement

This Agreement is effective from November 1, 2023 through June 30, 2024, and may be renewed in accordance with Section 4 or be terminated in accordance with Sections 9, 10 and 12.

4. Renewal of Agreement

This Agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures. The total term of the Agreement, including renewals, shall not exceed five (5) years

5. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," attached hereto and incorporated herein by reference.

6. Payment

ADE will pay to Contractor an incentive bonus up to \$1,000 for each qualified teachers who teach a dual enrollment course. Contractor will pay the full amount to each qualified teacher. If monies in the fund are insufficient to fund all bonus awards, the reimbursement is reduced in proportion to each exam's cost.

7. Invoicing

The Contractor shall submit invoices to accountspay@azed.gov and the invoices shall include:

- Company Name
- Complete address
- Telephone Number
- Contact Person
- Purchase Order Number
- Invoice date
- Contract number

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

- Invoice Number

The Contractor is responsible to ensure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Proposal's Cost Form.

8. Changes

This Agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove each conflict.

95

9. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

10. Breach

This Agreement may be terminated by either party if the other party fails to fulfill its obligations.

11. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

12. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

13. Non-Availability of Funds

Every payment obligation of the State of Arizona ("State") under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement 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.

14. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (Agreement) or any extension of the contract (Agreement) is in effect, an employee or agent of any other party to the contract (Agreement) in any CONTRACTOR or a consultant to any other party of the contract (Agreement) with respect to the subject matter of the contract(Agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

15. Force Majeure

For the purpose of any of the provisions of this Agreement, the CONTRACTOR shall not be considered in breach of or in default of its obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, fire, floods, epidemics, strikes, lock-outs, freight embargoes and unusually severe weather; it being the purpose and intent of this provision that upon the occurrence of any such enforced delay, the time for performance of the CONTRACTOR's obligations, as the case may be, shall be extended for the period of the enforced delay, provided that the CONTRACTOR shall have notified State in writing of the cause or causes thereof, and requested an extension for the period of enforced delay. If notice by the CONTRACTOR is sent to the State more than thirty (30) days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.

96

16. Non-Discrimination

The Parties shall comply with Executive Order 2009-09, which mandates that all persons regardless of race, creed, 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 applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

17. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

18. Federal Immigration and Nationality Act.

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

19. E-Verify Requirements.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

19. Clean Air Act, Clean Water Act and Environmental Protection Agency Requirements

If this Agreement is for over \$100,000 in federal monies, CONTRACTOR agrees that it shall comply with all applicable standards, orders, or requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S. Code 1857 et seq., as amended by P.L. 91-604) and Section 508 of the Clean Water Act (33 U.S. Code 1251 et seq., as amended by P.L. 92-500), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the Facilities. By signing this Agreement, CONTRACTOR represents that it will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Clean Water Act and the Clean Air Act, respectively, and all regulations and guidelines issued thereunder. CONTRACTOR further represents that no facility owned or controlled to be used in the implementation of this Agreement is included on the EPA List of Violating Facilities pursuant to 40 CFR, Part 15-20 as of the award date. CONTRACTOR also understands that it shall notify the person specified in Paragraph 23 herein of any communication from the Assistant Administrator of the Environmental Protection Agency indicating that a facility to be utilized for this Agreement is under consideration to be listed of the EPA List of Violating Facilities. Prompt notification is required pursuant to this paragraph. ADE shall report all known EPA violations relating to facilities utilized under the terms of this Agreement to the United States EPA Assistant Administrator for Enforcement and to the Grantor federal agency as soon as they are discovered.

97

20. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

21. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this Agreement shall vest in the State of Arizona.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

22. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 18, "Confidentiality."

23. Anti-Lobbying

The CONTRACTOR agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the ADE.

98

The CONTRACTOR agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the ADE. Lower tier certifications are to be maintained by the CONTRACTOR.

24. Notices

Unless otherwise expressly provided herein, any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

	Todd A. Jaeger
	Amphitheater Public Schools
If to CONTRACTOR:	701 W. Wetmore, Tucson, AZ, 85705
	(520) 696-5205 tjaeger@amphi.com
If to ADE:	Bruce DuPlanty
	Arizona Department of Education
	1535 West Jefferson
	Phoenix AZ 85007
	(602) 364-2348
	Bruce DuPlanty@azed.gov

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, facsimile number or the person to receive notice by notifying the other parties as provided in this paragraph.

25. Entirety of Agreement

This Agreement represents the entire Agreement between the parties and supersedes or replaces all prior letters, correspondence, communication, negotiations, Agreements or proposed Agreements written or oral.

26. Participation in Boycott of Israel

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

99

27. Participation in Forced Labor of Ethnic Uyghurs Ban

Contractor warrants that it is in compliance with the A.R.S. § 35-394.

28. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

29. Insurance Requirements

29.1.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

29.1.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

29.2 Minimum Scope of Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

29.2.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability. 100
- b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

29.2.2 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

waiver form (Sole Proprietor or Independent Contractor).

29.2.3 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
 - a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
 - b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

101

29.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

29.3.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

29.3.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

29.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

29.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

29.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 29.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. 102
- 29.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 29.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

29.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

29.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

29.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

ATTACHMENT A

SCOPE OF WORK

CONTRACT NO. CTRXXXXXX

1.0 ADE MISSION STATEMENT AND PURPOSE

The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents.

2.0 BACKGROUND

The State Budget for FY 2024 provided \$500,000 for a Dual Enrollment Teacher Development Fund (Fund) This fund is to be used to provide an incentive bonus up to \$1,000 to qualified teachers who teach a dual enrollment course. If monies in the fund are insufficient to fund all bonus awards, the reimbursement is reduced in proportion to each exam's cost.

3.0 PURPOSE

The purpose of this Contractor is to enter into contracts with the Contractor LEA to provide payments from the Fund to eligible teachers.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 4.1 Provide all services in a manner that advances the vision of the Arizona Department of Education, "The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents."
- 4.2 Track teacher eligibility to participate in the Fund, including the following information:
 - 4.2.1 The name of the teacher;
 - 4.2.2 The dual enrollment class taught;
 - 4.2.3 The dates of the dual enrollment class; and
 - 4.2.4 The post-secondary institution with which the dual enrollment class was taught.
- 4.3 Report eligible teachers for the Fund to ADE on the form attached hereto as Exhibit B by June 1, 2024.
 - 4.3.1 Dual enrollment classes currently being taught but not completed at the time the Report is provided to ADE shall be included.
 - 4.3.2 The column headed "Date that funds allocated were provided to teacher" will not be completed at this stage.
 - 4.3.3 Accompany the Report with a complete and accurate invoice for the requested amount of reimbursement.
- 4.4 Pay the amount provided by ADE to the eligible teacher at the next regular scheduled payday after receipt of the funds from ADE.
- 4.5 Update the previously submitted form, including the date the funds allocated were provided to the teacher, and resubmit the form to ADE within 14 days of payment to the eligible teacher.

5. ADE Responsibilities:

ADE will:

ATTACHMENT A

SCOPE OF WORK

CONTRACT NO. CTRXXXXXX

- 5.1 Review the Report from Contractor and determine both teacher eligibility and the appropriate reimbursement amounts for each eligible teacher.
- 5.2 Upon the determination of teacher eligibility and the appropriate amount of reimbursement, remit the ADE determined amount to Contractor.

6. Required Reports:

Contractor shall:

- 5.1 Report eligible teachers for the Fund on the form attached hereto as Exhibit B by June 1, 2024.
- 5.2 Update the previously submitted form, including the date the funds allocated were provided to the teacher, and resubmit the form to ADE within 14 days of payment to the eligible teacher.

105

Exhibit B: SB 1717 Dual Enrollment Teacher Incentive Reporting and Attestation

LEA Name: Amphitheater Public Schools	Name of person at LEA filling out/verifying this information: Matt Munger
LEA Remit-to address: 701 W. Wetmore, Tucson, AZ 85705	Position at LEA: Associate Superintendent for Secondary Education
	Email address: mmunger@amphi.com
PO NUMBER (ADE USE ONLY)	* If the LEA requires an invoice number for tracking purposes, the LEA can enter one. ADE will provide a PO number once this spreadsheet has been returned, verified, and funds are ready for distribution.
* Invoice Number (if applicable):	

Last Name	First Name	Educator ID #	Teaches at least one dual enrollment course Y/N	Qualified to teach dual enrollment course Y/N	Name of post secondary institution that dual enrollment course was taught	Amount to be paid (ADE USE ONLY)	Date that funds allocated were provided to teacher (LEA fills in and returns to ADE by May 30, 2024)
Altemara-Arnold	Sara		Y	Y	University of Arizona		
Anderson	Katie		Y	Y	Pima Community College		
Brown	Karen		Y	Y	Pima Community College		
Gowen	Jean		Y	Y	Pima Community College		
Griffith	Heather		Y	Y	Pima Community College		
Manno	Theodore		Y	Y	University of Arizona		
Marcisak	Adrianna		Y	Y	University of Arizona		
McElhinney	Judith		Y	Y	Pima Community College		
McGowan	Alissa		Y	Y	Pima Community College		
Meitner	Nick		Y	Y	Pima Community College		
Murrell	Marley		Y	Y	Pima Community College		
Rubelmann	Eileen		Y	Y	Pima Community College		
Shugert	Carmen		Y	Y	University of Arizona		
Slattery	Ruth		Y	Y	Pima Community College		
Stoxen	Amanda		Y	Y	Pima Community College		
Summons	Sjana		Y	Y	Pima Community College		
Tarbet	Jeremy		Y	Y	Pima Community College		



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

DATE OF MEETING: **March 26, 2024**

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

BACKGROUND:

STAFF

Richard Diaz requests permission to attend Cyber.org Ed Conference 24 on June 14-18, 2024, in Orlando, Florida. Approximate cost of travel is \$2,153.50 and will be paid using Education Innovation & Research Grant and Joint Technical Education funds. Five non-school days will be missed, and no substitutes are required.

STUDENTS

Chris Yetman requests permission to take the Canyon del Oro High School Academic Decathlon Team to the Academic Decathlon National Finals on April 24-28, 2024, in Pittsburgh, Pennsylvania. Approximate cost of travel is \$4,300.00 and will be paid using Student Activities and Tax Credit funds. Three school days will be missed, and substitutes are required.

BUDGET CODE KEY		
380.24.361.2210.6360.281.0000	EIR	Improvement of Instruction, Employee Training, AHS
380.24.361.2210.6582.281.0000	EIR	Improvement of Instruction, Employee Travel, AHS
596.00.362.2210.6582.281.0000	JTED	Improvement of Instruction, Employee Travel, AHS
850.00.610.1001.6892.282.0000	Student Activities	Classroom Instruction, Student Expenses, CDO
526.00.410.2790.6519.282.0000	Tax Credit	Student Transportation, Student Travel, CDO
526.00.610.2190.6892.282.0000	Tax Credit	Other Student Support Services, Student Expenses, CDO
850.00.610.2190.6892.282.0000	Student Activities	Other Student Support Services, Student Expenses, CDO
850.00.100.1001.6113.282.0000	Student Activities	Classroom Instruction, Substitute, CDO

RECOMMENDATION:

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

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: March 25, 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): Richard Diaz

SCHOOL: AHS

Department (opt.): CTE-Software App Design

DATE(S): June 14,2024- June 18, 2024

ACTIVITY/EVENT: Cyber.org Ed Con 24

LOCATION: DoubleTree at Universal, Orlando, FL (5780 Major Blvd., Orlando, FL 32819)

ABSENCE: # Days 5 Sub Required: Yes No # of School Days Missed 0

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

APPROXIMATE COST

BUDGET CODE/DESCRIPTION

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

Registration	<u>\$82.00</u>		<u>380.24.361.2210.6360.281.0000</u>
Transportation	<u>\$1,100.00</u>	Mode <u>flight</u>	<u>380.24.361.2210.6582.281.0000</u>
Rental Car	<u> </u>		<u> </u>
Meals	<u>\$152.50</u>		<u>596.00.362.2210.6582.281.0000</u>
Lodging	<u>\$819.00</u>		<u>380.24.361.2210.6582.281.0000</u>
Substitutes	<u>N/A</u>		<u> </u>
TOTAL	<u>\$2,153.50</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.

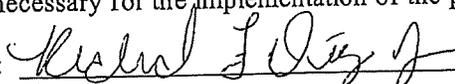
Purpose of travel: To learn what Cyber.org and its free curriculum and resources

Outcomes and academic benefits to students and staff: To see if the free curriculum and resource will benefit AHS students.

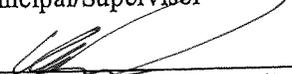
Identify which characteristics of the Portrait of Graduate are specifically related to this request.

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

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

Submitted by:  3/4/2024
Signature Date

 3/4/24
Principal/Supervisor Date

 3/5/2024
Associate Superintendent/Superintendent Date

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

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

SCHOOL: CDO

ESTIMATED NUMBER OF STUDENTS: 1

NAME OF SCHOOL GROUP/CLUB/ENTITY: CDO Academic Decathlon Team

STAFF ADVISOR(S)/CHAPERONES: Chris Yetman

ABSENCE: # Days 5 Sub Required: Yes No # of School Days Missed 3

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Academic Decathlon National Finals

DESTINATION OF TRAVEL: David Lawrence Convention Ctr, 1000 Fort Duquesne Blvd, Pittsburgh, PA

DATES OF TRAVEL: April 24 – 28, 2024

ACADEMIC BENEFITS TO STUDENTS: Academic Competition, Time Management, etc.

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

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

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Parent transport, Commercial Airline, Rental Car

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$200.00</u>	<u>850.00.610.1001.6892.282.0000</u>
Transportation	<u>\$1000.00</u>	<u>526-00-410-2790-6519-282-0000</u> <u>850-00-410-2790-6519-282-0000</u>
Meals	<u>\$500.00</u>	<u>850-00-100-2190-6892-282-0000</u>
Lodging	<u>\$2000.00</u>	<u>526-00-610-2190-6892-282-0000</u> <u>850-00-610-2190-6892-282-0000</u>
Substitutes	<u>\$600.00</u>	<u>850-00-100-1001-6113-282-0000</u>
TOTAL	<u>\$4300.00</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No

IF SO, SOURCE & AMOUNTS: _____

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

HOW ARE CHAPERONE EXPENSES PAID? Club Funds

COST TO EACH STUDENT \$ \$500

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

FUNDING SOURCE(S): Cub Funds and Tax Credit donations

FUNDRAISING ACTIVITIES PLANNED (If applicable):

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

SUBMITTED BY: _____ 3/11/24
 Signature Date

APPROVED BY: _____ 3/15/24
 Principal/Supervisor Date

_____ 3/10/2024
 Associate Superintendent/Superintendent Date



GOVERNING BOARD AGENDA ITEM AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **March 26, 2024**

TITLE: **Presentation on State and Federal Programs**

BACKGROUND:

On December 10, 2015, Every Student Succeeds Act (ESSA) was signed by President Obama to reauthorize the Elementary and Secondary Education Act (ESEA) and the previous version of the law, the No Child Left Behind (NCLB) Act from 2002. ESSA provisions included protections for America's disadvantaged and high-need students, required for the first time all students be taught to high academic standards to prepare for college and careers, required evidence-based interventions, and maintained the expectation of accountability and action for lowest-performing schools.

Historically, in the Amphitheater Public School District, the State and Federal Programs Department was commonly referred to as the Title I Office. Traditionally, the State and Federal Programs Department supervises the following district programs and supporting funding sources for all schools: Title II (Professional Development), English Language Acquisition Department (Title III), McKinney-Vento Office, Foster Care, Native American Education, and Parents as Teachers (PAT).

The State and Federal Programs Department has evolved to include a plethora of grants in addition to Title I, II, and III that provide supplemental funding sources and resources which impact all 22 sites. Recent additional grants include, but are not limited to: Title IV, Johnson O'Malley, Title VI, McKinney-Vento, ARP Homeless I, ARP Homeless II, ESSER I (Private School mandates only), Early Literacy Grant, School Safety, and State Tutoring.

Another important impact of Every Student Succeeds Act was the separation of children in the Foster Care System from the definition as Homeless. This has created a litany new of requirements for students in Foster Care while also limiting their access to mandatory District funded transportation to school.

In the fall of 2022, the Parents as Teachers Program was moved to Early Childhood under the supervision of Tiffany Fay Bucciarelli, Director of Early Childhood. The move was made to align the PAT program supports more closely for children 0 to 5 years of age, along with their parents to the preschool and Early Childhood goals, mission, and initiatives. While Title I and the State and Federal Programs department continues to support the program financially, the programmatic components have moved to Early Childhood along with additional funding sources (i.e., First Things First Grant).

STATE AND FEDERAL DEPARTMENT PROGRAMS

English Language Development (ELD):

As presented by Shannon Langley, EL Coordinator at the August 8th, 2023, Governing Board meeting, there have been many changes in the English Language Development (ELD) program since the 2020-2021 school year. These changes include new Structured English Immersion (SEI) Models based on Arizona's Language Development Approach (LDA), new English Language Proficiency (ELP) Standards, and a new AZELLA (Arizona English Language Learner Assessment) which is used for the placement and reassessment of our English learners (ELs). The English Language Acquisition Department has supported our teachers and staff through these changes and has worked closely with other departments throughout this process.

McKinney-Vento (Homeless) and Foster Care:

Dedicated to identifying students who lack a fixed, regular, and adequate nighttime residence (Homeless), including youth living on their own (YOTO); ensures that their rights to access a free and appropriate public education are safeguarded under federal McKinney-Vento law; annually educates all District staff on the rights

of homeless students; and works closely with site Points of Contact, registrars and counselors to quickly identify homeless students in order to remove all educational barriers and provide services/resources to maintain educational stability. Additionally, ESSA ensures Foster Care Title 1 Provisions are upheld and provides input on educational needs of students through a process called Best Interest Determination (BID) Meetings for students who have moved into the protection of the Foster Care system.

Native American Education:

Committed to meeting the unique educational and culturally related academic needs of Native American / Alaskan Native students in the areas of reading, math, and writing with focus on attendance and graduation. The program promotes positive academic achievement with mentoring/tutoring in addition to school intervention programs and promoting student advocacy. Students must provide required documentation for Johnson O'Malley and/or Title VI requirements regarding tribal enrollment verification. The program also facilitates the monthly Johnson O'Malley Parent Committee and the Title VI Parent Committee meetings. The program provides a Native Pride Afterschool Program for students in grades 5-8 every other Wednesday. They also work in collaboration with the Parent Committees and local community organizations to offer multiple opportunities to learn about Native heritage through special events, cultural nights, and other cultural activities.

RECOMMENDATION:

This is presented to the Governing Board as an informational item.

INITIATED BY:

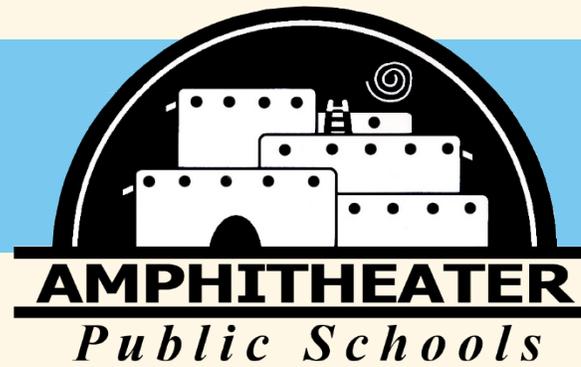
Darlene Mansouri

Darlene Mansouri
Director of State and Federal Programs

Date: March 12, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

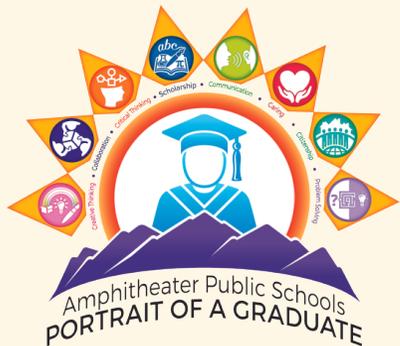


State & Federal Programs

113

Darlene Mansouri

Director State & Federal Programs

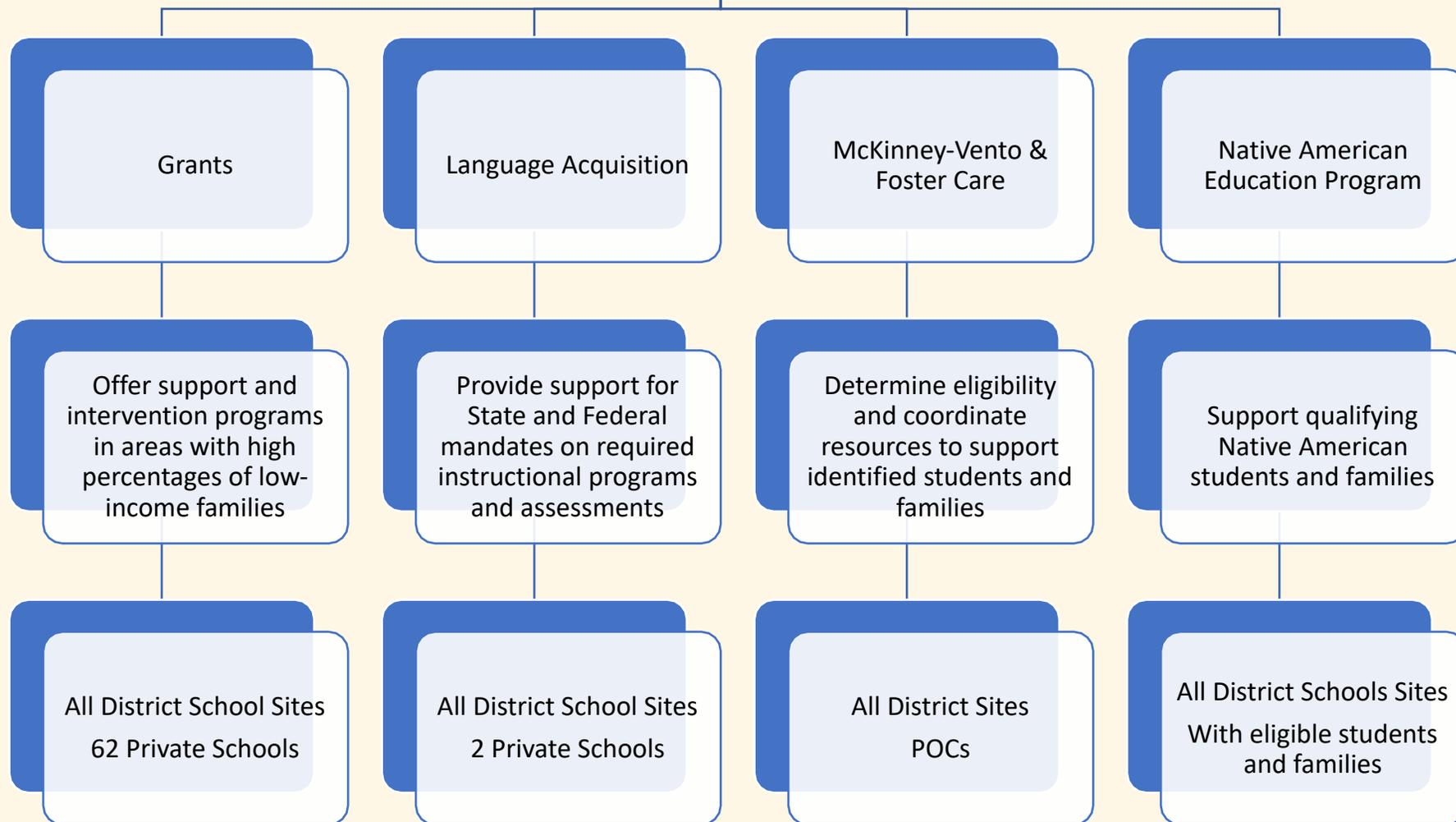




Supporting all schools in the District
So MUCH more than just **Title I** !

Overview

State and Federal Programs Darlene Mansouri





Let's delve deeper into some of the
State and Federal Programs

McKinney-Vento

- Federally required:
 - Refer to McKinney-Vento Liaison for determination
 - Provide yearly training for **all** staff (Safe Schools)
 - Public notice in front office
 - Provide transportation to school and for parents to fully participate in child's education
 - Offer student and family resources to eliminate educational barriers

Foster Care

Foster Care is no longer the same as MV

- Best Interest Determination (BID)
- Different transportation issues
- Become school of origin if changed based on placement housing (school of new residence)

116



English Learners (EL)

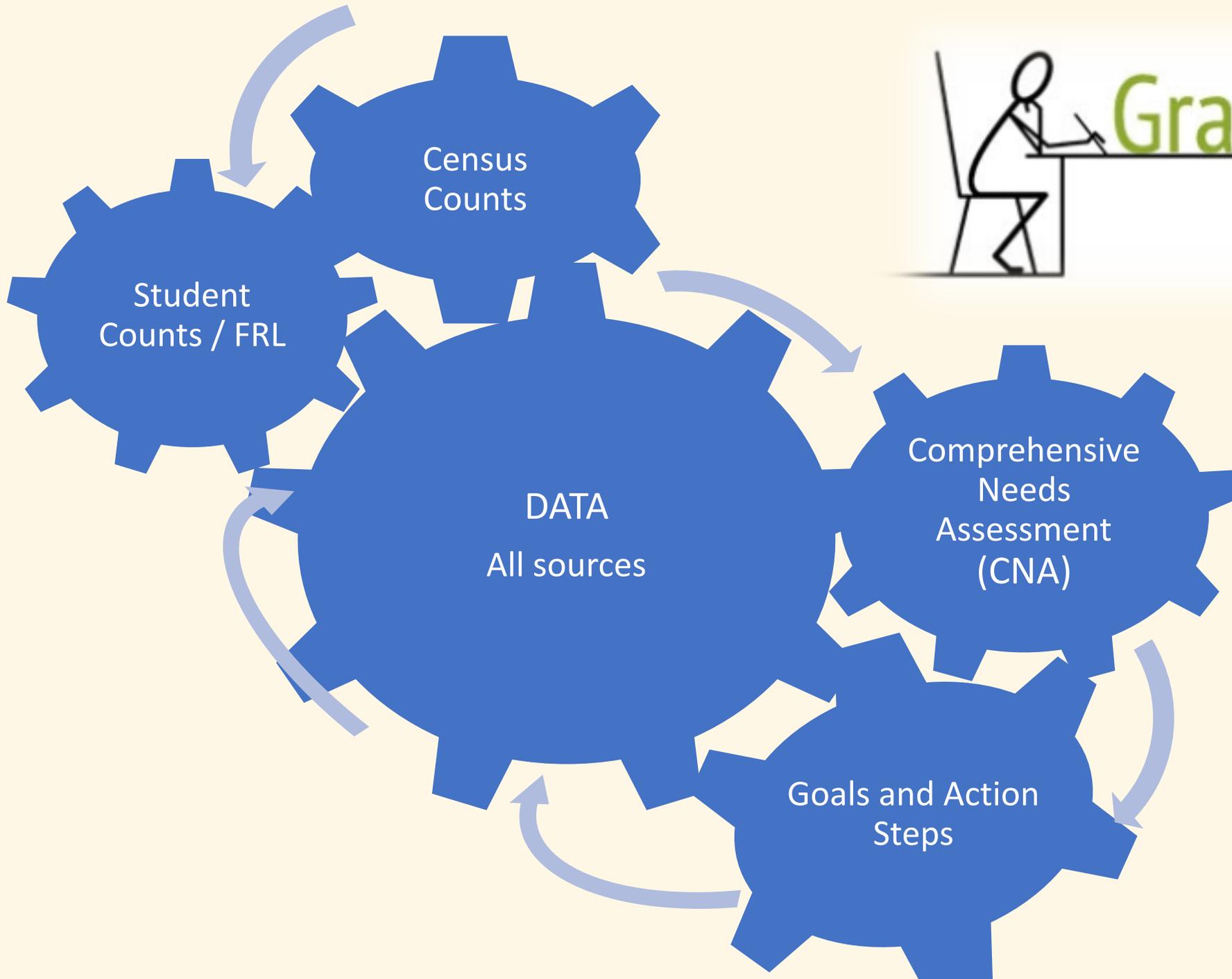
- Identification – Home Language Survey
- AZELLA Assessment
 - Placement at time of enrollment for new students & Yearly Spring Reassessment
- Federal Requirements & State Requirements
 - 3 Models (beginning 2020-21) – we primarily use 2
 - **Targeted and Explicit Instruction –**
 - **Integrated Instruction**
 - Pull-Out (60+60 mins Elem, 50+50 mins MS/HS) **OR**
 - Two-Hour Model (120 mins Elem; 100 mins MS/HS **plus an integrated hour**)



Native American

- Johnson O'Malley Program Identification
 - **JOM Student Eligibility form** and copy of tribal enrollment verification such as Certificate of Degree of Indian Blood or Census Number. (At least ¼ degree Indian blood descendant of a member of an Indian Tribe)
- Title VI Identification
 - **ED 506 form** completed & verified
- Monthly Parent Committee meeting for each funding source
- Student Referral Form
- Resources –advocacy, cultural activities & presentations, tutoring, and celebration gatherings







- Title I
- Title II
- Title III
- Title IV
- Title VI
- Comprehensive (CSI) and Targeted School Grant (TSI & aTSI)
- Johnson O'Malley
- Education for Homeless Children aka McKinney-Vento
- Gifted
- Early Literacy
- School Safety CONTINUING



- ARP Homeless I
- ARP Homeless II
- School Safety NEW
- American Indian Needs
- Spring Tutoring

- District Improvement Plan
- Grant vs M&O
- Each grant has unique requirements:
 - Supplement Not Supplant – SNS vs SNS Methodology
 - Maintenance of Effort and Comparability
 - Guidance for use
 - Rules –Attorney General
 - Regulations - EDGAR
 - Paperwork
 - Deadlines



ESSA TITLE I - A Improving Academic Achievement

The purpose of Title I, Part A (Title I) of the Elementary and Secondary Education Act (ESEA), as amended by Every Student Succeeds Act (ESSA) provides financial assistance to local educational agencies (LEAs) and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.



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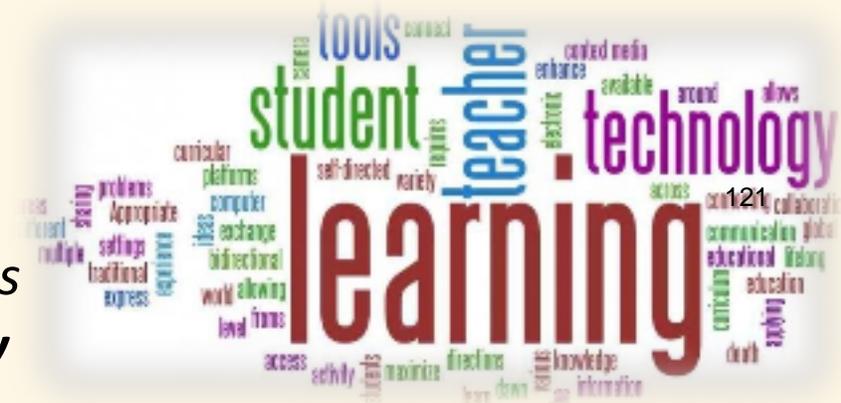
ESSA TITLE II - A PROFESSIONAL DEVELOPMENT

LEAs are to offer a “well-rounded” educational experience to all students and to provide “equitable access to effective teachers.”

ESSA 8101(42) “Professional Development”

*(A) Activities that are an integral part of school and LEA strategies for **providing educators with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet challenging State academic standards; and***

(B) Are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused and are aligned to broad school and LEA plans



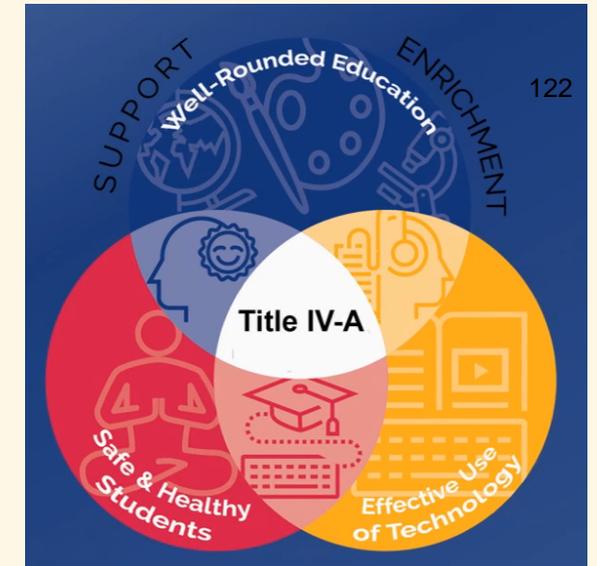
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ESSA TITLE IV - A Student Support and Academic Enrichment (SSAE)

Ensuring all students have access to a holistic well-rounded education is central to the shared work across programs in ESSA.

An opportunity to improve students' academic achievement by increasing the capacity of States, local educational agencies, schools, and local communities to provide all students with access to a well-rounded education, improve school conditions for student learning, and improve the use of technology toward improving the academic achievement and digital literacy of all students. (ESSA Sec.4101)



Private Non-Profit School Services

Are you aware that...

Title I

- All private schools **in the Tucson Area**
- Title I – if students live in the boundaries of an Amphi Title I school
- Tutoring services

Title II & IV

- All private schools **in our boundaries**
- All registered students in their school

Title III

- ▶ All private schools **in our boundaries**
- ▶ If students have indicated language other than English on the Home Language Survey Form
- ▶ If not proficient, services and training for private school teachers





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