

Final Posting: Monday, September 9, 2024 at 4:00 pm

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, September 10, 2024

6:00 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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

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

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

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

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

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

1. <u>CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER</u>	
Susan Zibrat, Vice President	
2. <u>PLEDGE OF ALLEGIANCE</u>	
Prince Elementary School Students	
3. <u>RECOGNITION OF STUDENT ART</u>	
Prince Elementary School Students	
4. <u>ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING</u>	
Tuesday, September 24, 2024 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.	
5. <u>RECOGNITIONS</u>	
A. Presentation of Distinguished Service Awards	4
B. Recognition of the 2024 National School Public Relations Communications Award Winner	5
C. Recognition of the 2024 Arizona Air Force Association's STEM Teacher of the Year	6
6. <u>INFORMATION²</u>	
A. Superintendent's Report	7
B. Status of Construction Projects	24
7. <u>PUBLIC COMMENT¹</u> (30 Minutes Maximum)	
8. <u>CONSENT AGENDA³</u>	
A. Approval of Appointment of Non-Administrative Personnel	37
B. Approval of Personnel Changes	41
C. Approval of Leave(s) of Absence	45
D. Approval of Separation(s) and Termination(s)	47
E. Approval of Stipend for Coaching Volunteers	50
F. Approval of Minutes of Previous Meeting(s)	52
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$989,343.84	65
H. Acceptance of Gifts	66
I. Approval of Parent Support Organization(s) - 2024-2025	68
J. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	76
K. Approval of Revision to the 2024-2025 Governing Board Meeting Schedule	122
L. Approval of Qualified Amphitheater Teacher Performance Evaluation System (ATPES) Evaluators	124
M. Approval of Out of State Travel	125
9. <u>ACTION</u>	
A. Resolution Declaring September 26, 2024 as "Legendary Teacher Day"	135
10. <u>PUBLIC COMMENT¹</u> (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: September 10, 2024

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

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

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

- Jesus Medina, Refrigeration Mechanic, Facilities Department
- Jeff Panneck, Social Studies Teacher, La Cima Middle School

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: September 4, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: September 10, 2024

TITLE: Recognition of the 2024 National School Public Relations Communications Award Winner

BACKGROUND:

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

Sam Henson, the Amphitheater School District's Web and Digital Media Specialist, received two awards this year.

- Award of Excellence: Photography, for a photo from Amphitheater High School's graduation
- Honorable Mention: Video, *This is CTE*

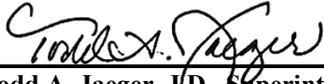
RECOMMENDATION:

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

INITIATED BY:


Michelle Valenzuela, Communications Director

Date: September 3, 2024


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: September 10, 2024

TITLE: Recognition of the 2024 Arizona Air Force Association's STEM Teacher of the Year

BACKGROUND:

The Air Force Association's Arizona STEM Teacher of the Year award honors classroom teachers for their accomplishments and achievements in exciting K-12 students about science, technology, engineering, and math (STEM) and preparing students to use and contribute to tomorrow's technologies. This is a unique opportunity for chapters to recognize and reward outstanding teachers who are furthering excellence in making coming to class an adventure by teaching or integrating aerospace-related STEM topics/programs.

This year's recipient is Innovation Academy First Grade teacher **Holly Talbert**.

RECOMMENDATION:

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

INITIATED BY:



Jen Anderson,
Executive Assistant to the Superintendent & Governing Board

Date: September 3, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: September 10, 2024

TITLE: Superintendent's Report

BACKGROUND:

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

RECOMMENDATION:

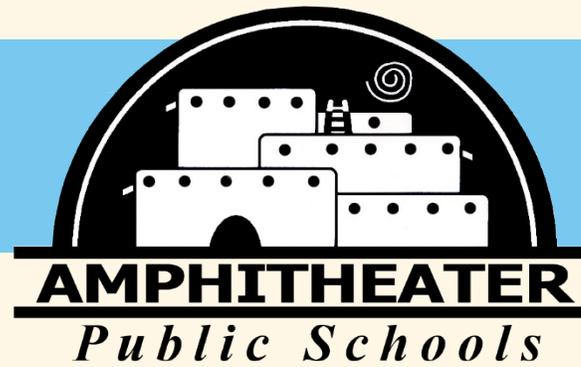
This item is presented for the Board's information.

INITIATED BY:

Date: September 3, 2024

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

Todd A. Jaeger, J.D., Superintendent



September 10, 2024

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Superintendent's Report





Around Our Schools



The Canyon del Oro High School Class of 2025 continued a tradition last week, gathering for the Senior Sunrise. Dorado enjoyed breakfast, coffee, games and taking lots of photos. In the spring this group will come together again for their Senior Sunset before walking for graduation.





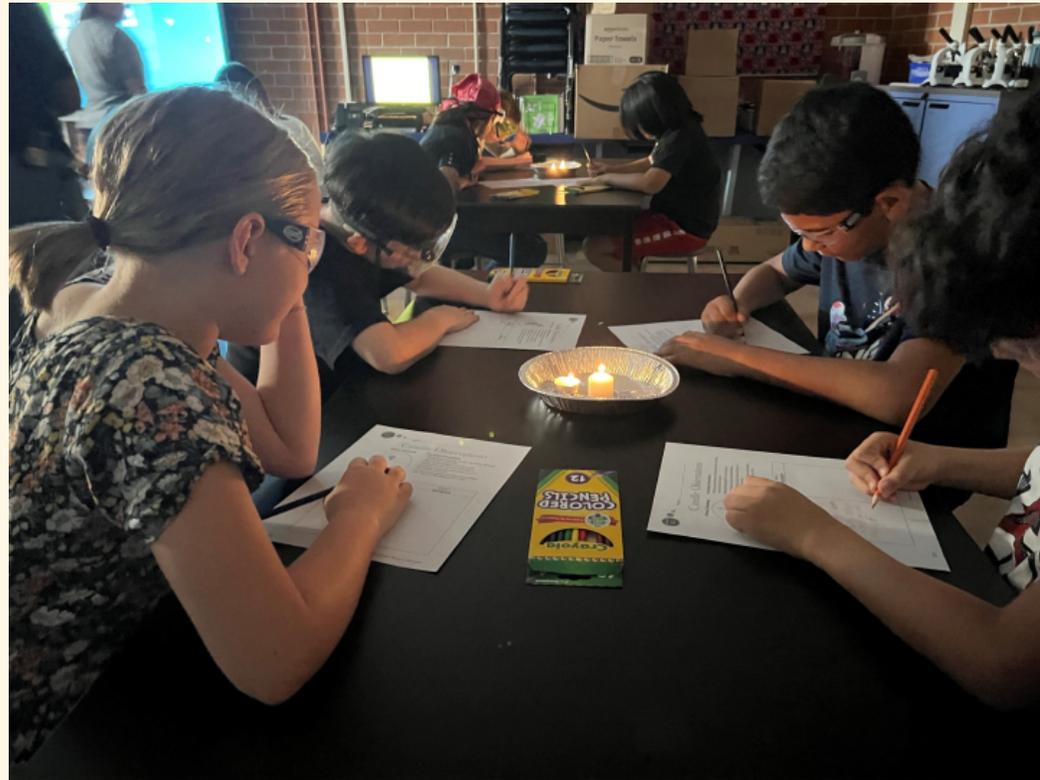
Around Our Schools



Prince Elementary School welcomed Ned and his Mindset Mission recently to learn all about the power of believing in yourself and never giving up. The kids loved the yo-yo tricks, fun stories and empowering messages.



Around Our Schools



Fifth-graders at Walker Elementary School enjoyed hands-on, minds-on learning in the STEM lab last week. They learned about fire by observing flames and candles and documenting what they learned by using their senses.



Around Our Schools



Chef Gowen's Ironwood Ridge High School culinary students started this year strong, working on perfecting their baking skills as they also learn technical and professional standards aligned to their Culinary Arts Program.



Around Our Schools

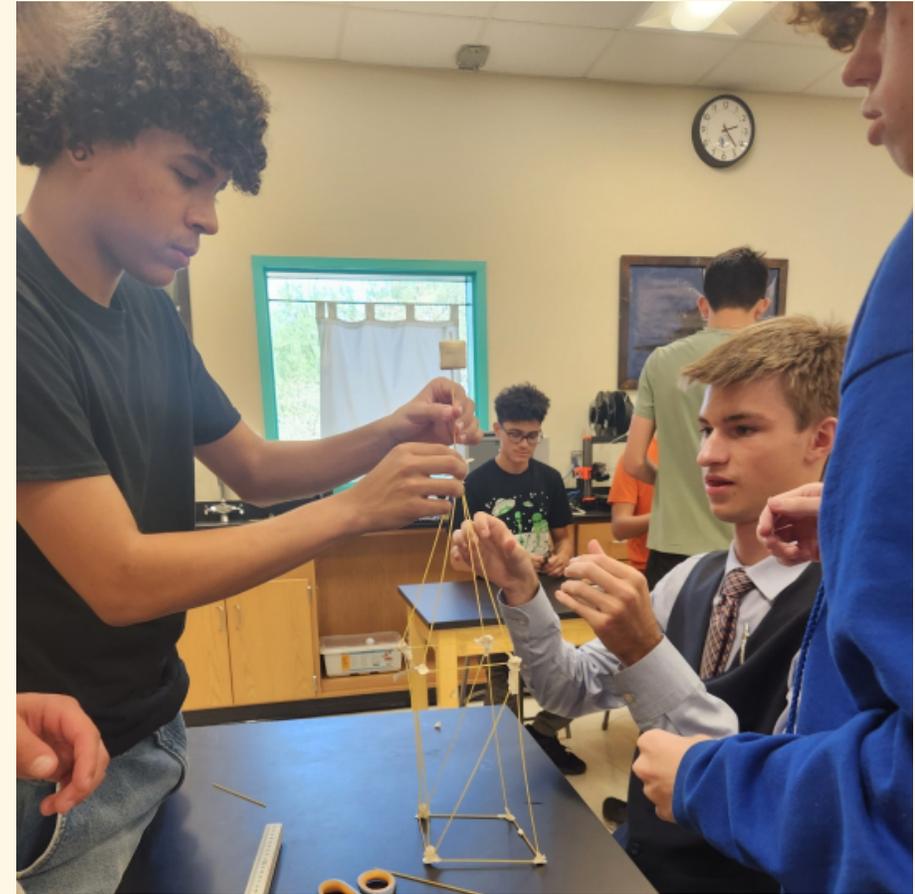
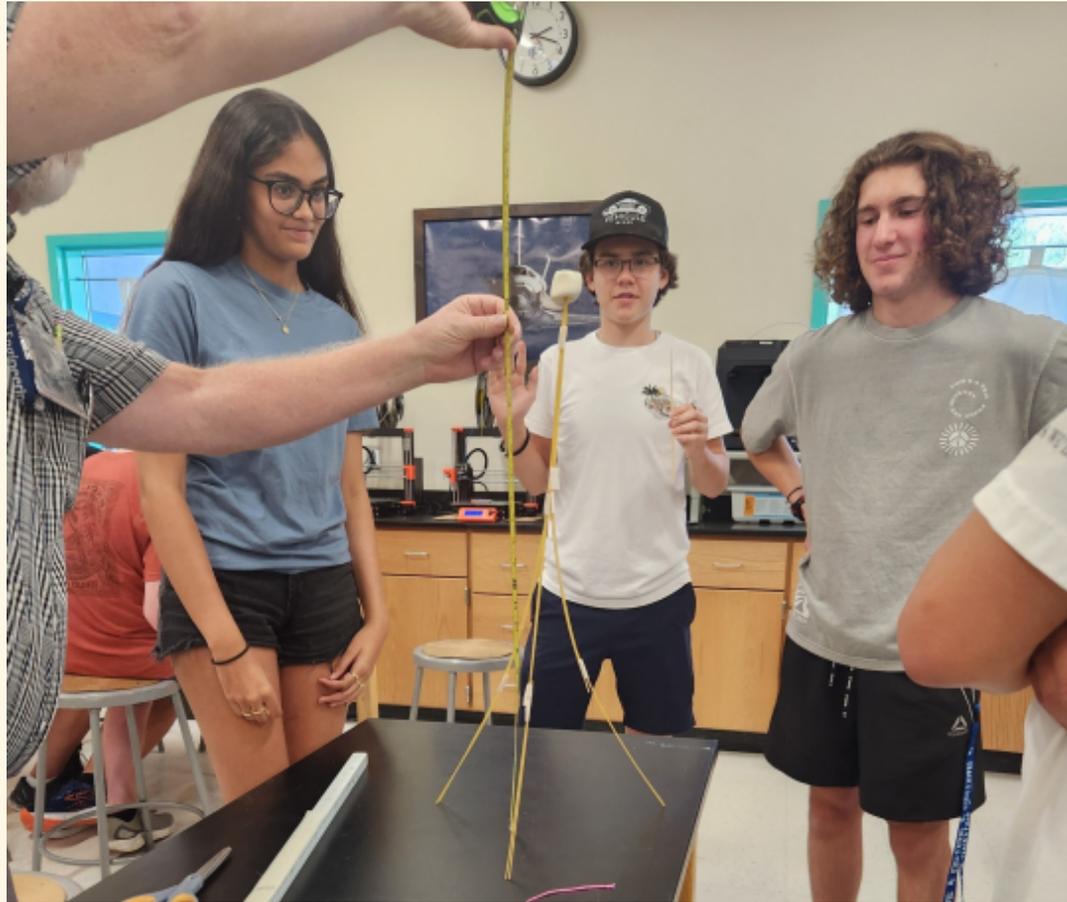


Mr. Crist recently assessed the skill levels of Amphitheater High School welding students based on technical standards. The assessments help guide the instruction for each of the students, an example of personalized learning in CTE.





Around Our Schools



Engineering students at Ironwood Ridge High School are learning work toward mastering standards through hands-on activities, including last week's Marshmallow Challenge.



Let's Talk.

*(About cell phones,
but without using them.
You know...like in person).*



Defining the Problem



- 97% of students used their phones during school hours for an average of 43 minutes per day.

Radesky, J., Weeks, H.M., Schaller, A., Robb, M., Mann, S., and Lenhart, A. (2023). *Constant Companion: A Week in the Life of a Young Person's Smartphone Use*. San Francisco, CA. Common Sense Media.



- Nearly 60 percent of students said that they spend more than 10 percent of class time on their phones.

McCoy, B. (2016). Digital Distractions in the Classroom Phase II: Student Classroom Use of Digital Devices for Non-Class Related Purposes. *Journal of Media Education*, Vol 7, No. 1, pp. 5-32.



- More than 50% of kids get 237 notifications per day — while some receive as many as 4,500 every day. About 23% of these notifications occurred during school hours.

Radesky, Weeks, Schaller, Robb, Mann and Lenhart, *supra*.



- Social media is nearly universal. 40% of 8 to 12-year-olds are on social media. 95% of teenagers are on social media.

Office of the U.S. Surgeon General (2023). *Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory (2023)*.





Defining the Problem

- Teens spend nearly 5 hours a day on social media apps. And, 41 percent of teens with the highest use of social media rate their overall mental health as “poor” or “very poor”.

American Psychological Association, Monitor on Psychology (April/May 2024).

- Each additional hour of screen time increases the odds of suicidal behavior.

Chu, J., Ganson, K., Baker, F., Alexander, T., Jackson, D., Murray, S., Nagata, J. (2023). Screen time and suicidal behaviors among U.S. children 9–11 years old: A prospective cohort study. Preventative Medicine. Vol. 169.



Mental Health Effects

- More than 3 hours a day on social media doubles the risk of poor mental health including experiencing symptoms of depression and anxiety.

Office of the U.S. Surgeon General (2023), *supra*.

- Phones prevent face-to-face communication, and research indicates face-to face interactions are linked to better mental health.

Shpancer, N. (May 30, 2023). Face-To-Face Communication: Healthier Than Digital? www.PsychologyToday.com (blog).

- Rates of school loneliness have doubled since 2012.

Twenge, J. M., Haidt, J., Blake, A. B., McAllister, C., Lemon, H., & Le Roy, A. (2021). *Worldwide increases in adolescent loneliness*. *Journal of Adolescence*, 93, 257–269.

- Since 2010, young people have experienced a 134% increase in anxiety and a 106% increase in depression.

Haight, J. (2024). *The Anxious Generation: How the Great Rewiring of Childhood is Causing an Epidemic of Mental Illness*.



Mental Health Effects

- 22% of high school students have seriously considered suicide in the past year.
10% have attempted suicide in the past year.

Centers for Disease Control (2023) Youth Risk Behavior Survey 2011-2021.

- 95% of teachers say anxiety and depression is a problem in public K-12 schools.

National Education Association (June, 2024). Member Polling Results: Social Media, Personal Devices, and Mental Health.



Teaching and Learning Impacts

- 72% of high school teachers report cell phones are a major distraction in the classroom.

Thornton, B., Faires, A., Robbins, M., and Rollins, E. (2014). *The Mere Presence of a Cell Phone May be Distracting; Implications for Attention and Task Performance*. *Social Psychology*. Vol. 45, Iss. 6.

- Students not using their phones during class wrote down 62% more information. They also scored a full letter grade and a half higher on a multiple-choice test.

Kuznekoff, J. and Titsworth, S. (2013). *The Impact of Mobile Phone Usage on Student Learning*. *Communication Education*. Vol. 62, Iss. 3.

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- Youth reporting loneliness are more likely to drop out of school at the age of 16.

- Jefferson, R., Barreto, M., and Verity, L., and Qualter, P. (2023). *Loneliness During the School Years: How It Affects Learning and How Schools Can Help*. *Journal of School Health* Vol. 93, pp. 428–435.

- 35% of teens admit to using their cell phones to cheat.

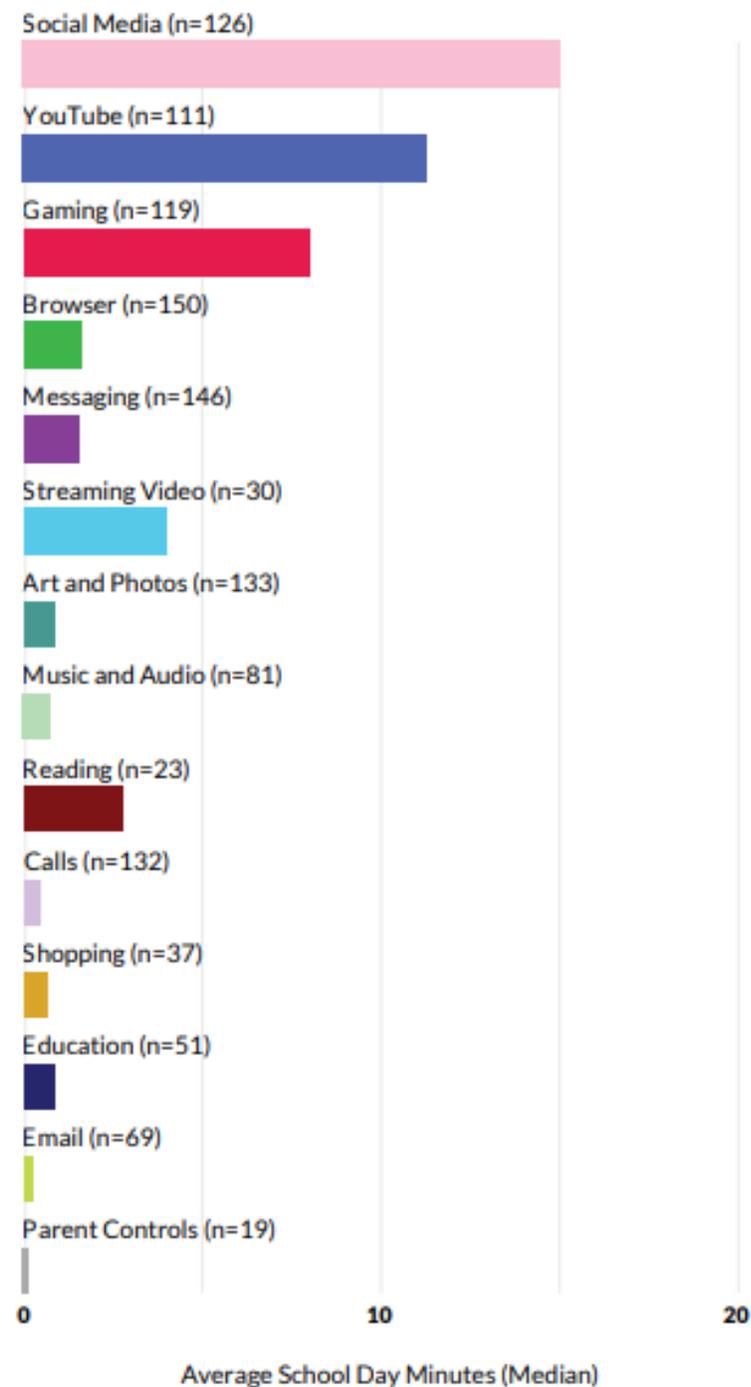
Radesky, J., et al. (2023), *supra*.



Teaching and Learning Impacts:

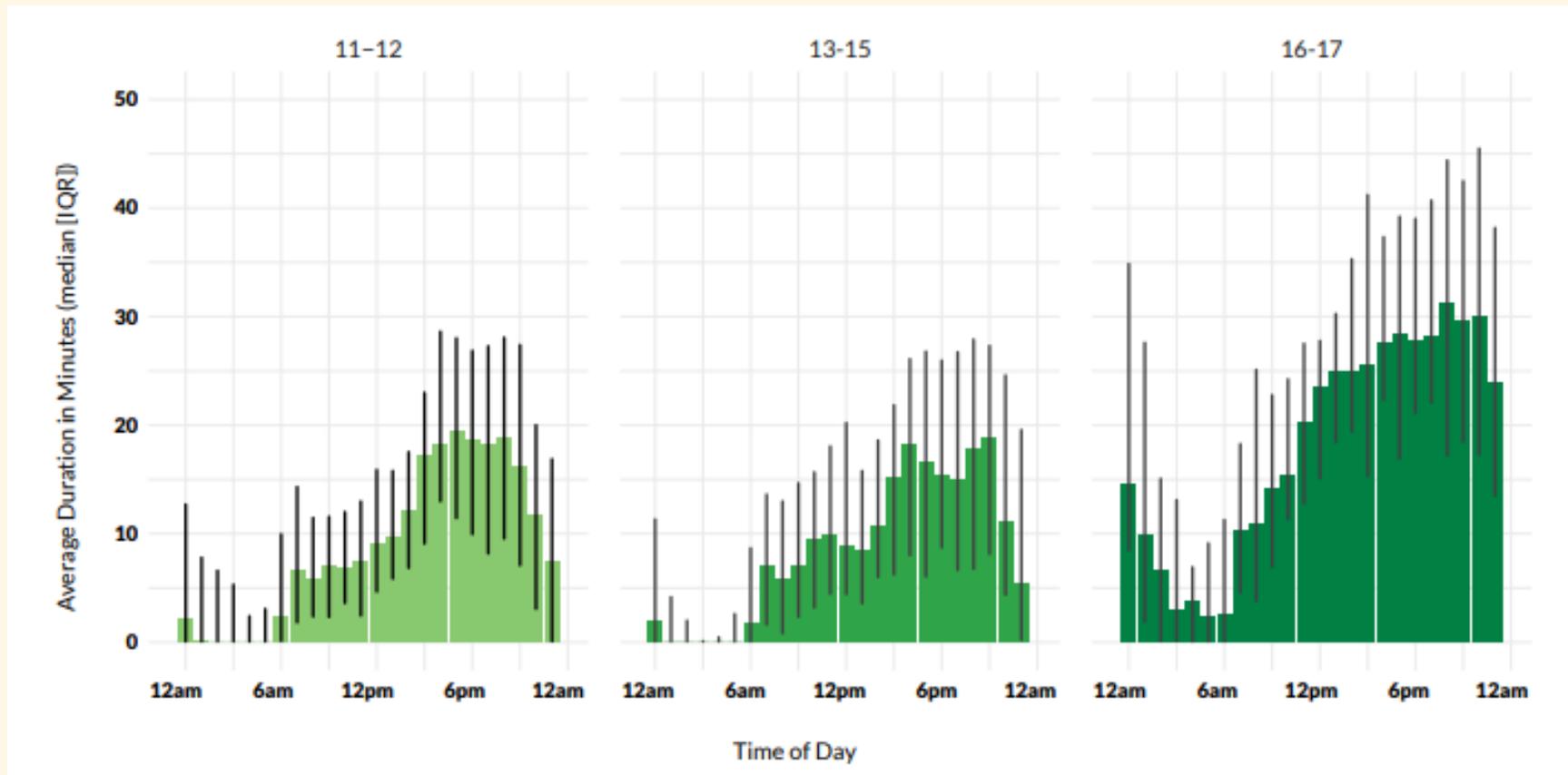
Median duration of use of different smartphone app categories during school hours

Source: Radesky, J., et al. (2023), *supra*.



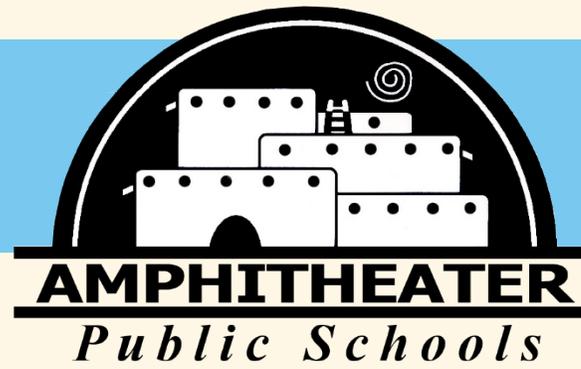


Teaching and Learning Impacts



Hour-by-hour plots (from midnight to midnight) of average smartphone use in minutes, split by age group.

Source: Radesky, J., et al. (2023), *supra*.



Thank you.





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

DATE OF MEETING: September 10, 2024

TITLE: Status of Construction Projects

BACKGROUND:

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

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: September 3, 2024

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

Todd A. Jaeger, J.D., Superintendent

Status of Construction Projects

9.10.24 Governing Board Meeting

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

AHS:

Bond Projects

Back Up Generators for MDF Rooms – Spring '25 Project	\$235,511
Central Plant 1 & 2 Control Upgrades – Complete	\$140,112
Library Media Room & Locker Room Improvements - Complete	\$81,999
Exterior Fence Painting – Complete	\$23,000
Computer Lab HVAC Controls & Panther Hall Boiler - Fall Project	\$55,821

BRG Projects

CP # 3 Hot Water Line Replacement Construction - Phase Grant Funding Approved	\$343,704
Campus Roof Replacements	
PH I, East Campus – Design - Complete	\$71,940
PH II, West Campus – Design - Complete	\$70,120
CP # 2 Hot Water Line Replacement Construction - 20 % Complete	\$414,781
800 Building HVAC Conversion Construction - 25% Complete	\$361,251
South Gym HVAC Conversion Design – Complete	\$24,915

CP # 3 Chiller Replacement – Phase Grant Approved \$550,611

CDO:

Bond Projects

Campus HVAC Control Upgrades – Complete \$52,136

Building N Classroom Ceiling & Light Replacement \$46,295
- Complete

BRG Projects

Campus Weatherization Design

- PH I, W Campus – Phase Grant Funding Requested \$8,130

- PH II, E Campus – Phase Grant Funding Requested \$7,860

North Gym Evaporative Cooler to A/C Conversion \$1,208,101
- 98% Complete

Fire Alarm Replacement \$1,996,169
- Phase Grant Funding Approved

Building D HVAC Condenser Replacement - Complete \$169,242

IRHS:

Bond Projects

Theater & Gym Bleacher Repairs/Replacement \$35,2312
- December Project

Access Controls – Admin, Library & MPR \$65,043

AMS:

BRG Projects

Library Roof Replacement Assessment \$3,650
– Phase Grant Funding Requested

Copper Creek:

Bond Projects

Campus Building & Site Improvements–85 % Complete \$140,828

BRG Projects

Kitchen Water Heater Replacement \$23,997
- Phase Grant Funding Approved

Cooling Tower Replacement \$525,081
- Phase Grant Funding Approved

Cross:

Bond Projects

Classroom 503 Sink Replacement \$5,473

BRG Projects

Campus Weatherization Assessment – Complete \$10,500
- Design Phase Grant Funding Requested

Harelson:

BRG Projects

Campus Roof Assessment – Complete \$6,705
- Design Phase Grant Funding Requested

Innovation:

Bond Projects

Classroom Counter Backsplash Replacement \$72,929
- Complete

BRG Projects

Central Plant Chiller Replacement Construction \$1,099,133
- Chillers Ordered (\$605k BRG Funds/\$495k Bond Funds)

Keeling:

BRG Projects

MPR VCT Floor Replacement – Phase Grant Requested \$42,452

La Cima:

Bond Projects

Central Plant Controls Upgrade – 85% Complete \$44,829

ESSER Projects

Central Plant Chiller Replacement – 95% Complete \$425,983

BRG Projects

Campus Weatherization Design – 95% Complete \$33,920

Campus Roof Replacement

- North Phase – Phase Grant Funding Requested \$651,318

-

Classroom Buildings Roof Leak Repair \$99,556

- Phase Grant Funding Approved

Land Lab:

BRG Projects

Fire Alarm Replacement Phase Grant Approved \$134,103

Mesa Verde

BRG Projects

Campus Weatherization Assessment \$9,695

Phase Grant Funding Requested

Nash:

BRG Projects

Campus Roof Assessment – Complete	\$7,705
- Design Phase Grant Funding Requested	
Building H Roof Leak Repairs	\$4,150
- Phase Grant Funding Approved	

Painted Sky:

BRG Projects

Boiler # 2 Replacement Design – PO Issued	\$19,315
- Amendment (CO # 1) Approved	\$3,950
Campus Weatherization Assessment – Complete	\$9,405
- Design Phase Grant Funding Requested	
Campus Roof Replacement Assessment	\$8,465
- Phase Grant Funding Approved	
Campus Roof Repairs – Grant Application Approved	\$18,597
- Construction Phase Grant Funding Requested	

Prince:

BRG Projects

Campus Roof Replacement Assessment – Complete	\$7,105
- Design Phase Grant Funding Requested	
Campus Weatherization Assessment – Complete	\$9,095
- Design Phase Grant Funding Requested	

Wilson:

BRG Projects

MPR Stage HVAC Replacement Construction - 90% Complete	\$246,820
MPR Buildings Roof Replacement Design – Complete	\$26,820
Building Hot Water Line Replacement Construction - 80% Complete	\$1,537,638
Campus Weatherization Assessment – Complete - Design Phase Grant Funding Requested	\$12,065
MPR Water Heater Replacement – Construction Phase Grant Funding Approved	\$26,257



September 10, 2024

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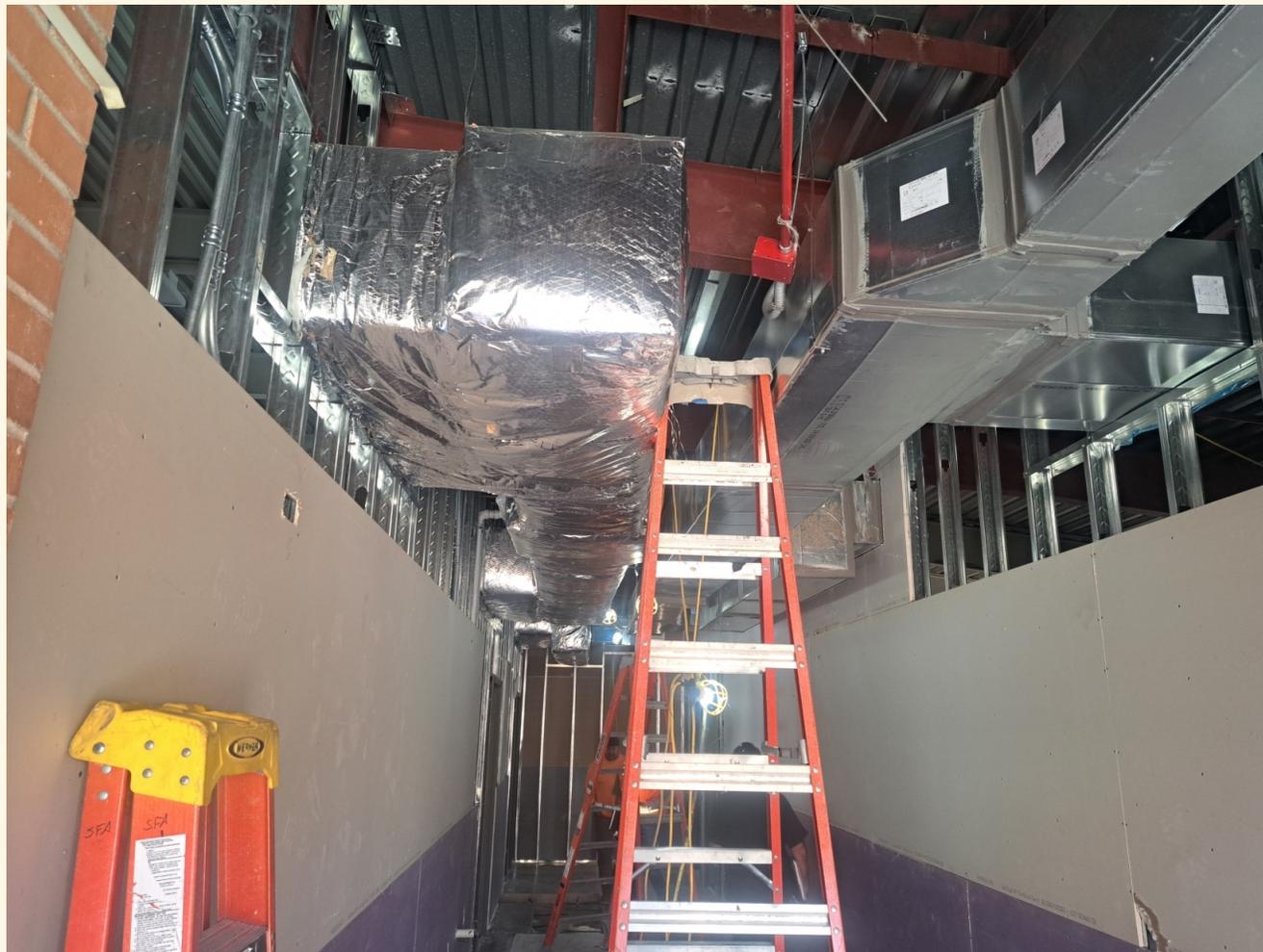
Status of Construction Projects Highlights

BRG, ESSER & Bond Funds





- Amphitheater High School 800 Building HVAC Conversion – BRG Funds





- Amphitheater High School Library Media Room Renovations – Bond Funds





- Amphitheater High School Locker Room Renovations – Bond Funds





- Canyon del Oro High School N Building SAT Ceiling & Lights – Bond Funds





August 2024 SFD BRG Phase Grant Funding Awards

AMS Library Roof Replacement Assessment	\$	3,650
Painted Sky Campus Roof Replacement Assessment	\$	8,465
La Cima Roof Repair	\$	99,556
Copper Creek Cooling Tower Replacement	\$	539,257
Nash Roof Repair	\$	4,150
Painted Sky Boiler Replacement Design (CO #1)	\$	3,950
AHS Central Plant 3 Chiller Replacement	\$	567,251
Land Lab Fire Alarm Replacement	\$	134,103
	August '24 Funding	\$1,360,382
	SY '24 – '25 New Grant Funding	\$4,292,658



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Appointment of Non-Administrative Personnel

BACKGROUND:

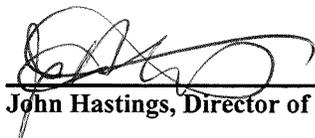
Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of September 3, 2024.

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RECOMMENDATION:

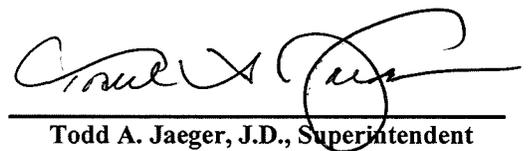
It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: September 3, 2024



Todd A. Jaeger, J.D., Superintendent

9/10/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Cardenas	Calvin	Behavioral Intervention Monitor	CL	Nash Elementary	2	0 years	Replacement	Ms. Jarrett	
Davis	Robert	Cook	CL	Ironwood Ridge High	1	5 years	Replacement	Mr. Greeson	
Everson	Jodi	School Administrative Assistant	CL	Prince Elementary	6	5+ years	Replacement	Ms. Doyle	
Ghimire-Fields	Preksha	Special Education Teaching Assis	CL	Walker Elementary	3	0 years	Replacement	Ms. Reynolds	
Hernandez	Theresa	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Kitto	Joshua	Bus Driver	CL	Transportation	13	0 years	Replacement	Ms. Frye-George	
Lee	Dominic	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Lopez	Sahara	Classroom Aide/Caregiver	CL	Ironwood Ridge High	2	0 years	Rehire	Dr. Jenkins	
Lopez Cabrera	Jessica	Campus Monitor	CL	Nash Elementary	1	0 years	Replacement	Ms. Jarrett	
Marquez	Patricia	Special Events Worker	CL	CDO High School			Rehire		\$14.35 per hour
Mathis	Cera	Classroom Aide/Caregiver	CL	Harelson Elementary	2	0 years	Replacement	Ms. Hayes	
Mustafic	Enisa	Custodian I	CL	Ironwood Ridge High	2	5+ years	Replacement	Dr. Jenkins	38
Quijada	Daniela	Human Resource Specialist	CL	Wetmore Center	10	5+ years	Replacement	Mr. Hastings	
Reyna Vargas	Rosa	Custodian I	CL	CDO High School	2	5+ years	Replacement	Ms. Bulleigh	
Schneider	Aitza	Special Events Worker	CL	CDO High School			Rehire		\$14.35 per hour
Segura	Oscar	Crossing Guard	CL	Holaway Elementary	1	0 years	Replacement	Ms. Valentin	
Tafolla	Priscila	Speech/Language Pathology Assis	CL	Wetmore Center	8	5+ years	Replacement	Ms. McGraw	
Waite	Madelyn	Bookstore Clerk	CL	Amphi High School	1	0 years	Replacement	Mr. Malis	
Watkins	Hawkeye	Special Education Teaching Assis	CL	Rillito Center	3	0 years	Replacement	Mr. Wolf	
Woods	John	Classroom Aide/Caregiver	CL	CDO High School	2	0 years	Replacement	Ms. Bulleigh	
Cajigas	Catarina	Student Worker	ASW	Coronado K-8 School			Rehire		\$14.35 per hour
Calvin	Lewis	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Lopez	Camila	Student Worker	ASW	Harelson Elementary			New	Dr. Frick	\$14.35 per hour

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

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Lopez	Camila	Student Worker	ASW	Harelson Elementary			New	Dr. Frick	\$14.35 per hour
Mosher	Eli	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Perez	Sara	Student Worker	ASW	CDO High School			New	Dr. Frick	\$14.35 per hour
Rayl	Taylor	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Sierra Romero	Jose	Student Worker	ASW	Amphi High School			New	Dr. Frick	\$14.35 per hour
Welcher	Ava	Student Worker	ASW	Donaldson Elementary			Correction		Location
Williams	Danika	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Danehy	Tom	Special Events Worker	ADDM	Amphi High School			Rehire		\$14.35 per hour
Delgado	Alejandro	Special Events Worker	ADDM	Amphi High School			Rehire		\$14.35 per hour
Harper	Jimmy	Special Events Worker	ADDM	Amphi High School			Rehire		\$14.35 per hour
Herrera	Robert	Special Events Worker	ADDM	Amphi High School			Rehire		\$14.35 per hour

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

09/10/2024
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	TYPE	LOCATION	EFFECTIVE DATE	COMMENT
Genis	Erika		CT		08/21/2024	
Lopez	Gabriella		CT		08/22/2024	
Tolstonog	Lori		CT		08/22/2024	
Rhoads	Georgette		CL		08/21/2024	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: September 10, 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 September 3, 2024.

RECOMMENDATION:

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

INITIATED BY:

A handwritten signature in black ink, appearing to read "John Hastings".

John Hastings, Director of Human Resources

Date: September 3, 2024

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

Todd A. Jaeger, J.D., Superintendent

9/10/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Langley	Shannon	ELL District Coordinator	CT-AD	Federal/State Programs	301 Payment			*\$600.00
Berger	Ian	Teacher - Career Exploration & Trans	CT	Coronado K-8 School	Added Duty			\$9,750.08
Bills	Patricia	Teacher - Chemistry	CT	Ironwood Ridge High	Salary Adjustment	CTT-MA	+\$1,333.50	
Buckwalter	Kristen	Teacher - Language Arts	CT	Cross Middle School	Increase FTE			+0.1667 FTE
Girard	Robert	Teacher - English	CT	CDO High School	Increase FTE			+0.20 FTE
Lovins	Rachel	Teacher - Special Education Resourc	CT	Ironwood Ridge High	Decrease FTE			<.0.20 FTE>
Oros	Lourdes	Teacher - ELL/SEI	CT	Walker Elementary	Increase FTE			+0.25 FTE
Quevedo	Shelley	Teacher - Academic Intervention	CT	Coronado K-8 School	Added Duty			\$9,091.12
Taylor	Liza	Teacher - REACH	CT	Ironwood Ridge High	Added Duty			\$10,735.65
Upman	Adam	Teacher - Academic Intervention	CT	Coronado K-8 School	Added Duty			\$8,712.56
Warrick	Reniza	School Nurse	CL-PR	Amphi High School	Increase FTE			+0.5 FTE
Cadenhead	Justin	Maintenance Technician II	CL	Facilities Support	Promotion	8	+\$1.70	
Graham	Mary Kaye	School Nurse	CL	Prince Elementary	301 Payment			*\$500.00
Klimowics	Vincent	Instructional Technology Specialist	CL	Painted Sky Elementary	Increase FTE			+0.15 FTE
Sidwell	Loren	Crossing Guard	CL	Amphi Middle School	Additional Position	1	5 years	
Joyce	Ava	Student Worker	ASW	Ironwood Ridge High	Transfer			
Thomas	Maelys	Student Worker	ASW	Ironwood Ridge High	Transfer			
Welcher	Ava	Student Worker	ASW	Donaldson Elementary	Transfer			
Armstong	Rosa	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum			\$30.00 per hour
Arnold	Monika	ADDN - Academic Assistant EL	ADCT	Harelson Elementary	Addendum			\$800.00
Avila	Paul	ADDN - Extra Days	ADCT	Amphi Middle School	Added Duty			\$244.24 per day
Brandon	Shannon	ADDN - Performing Arts MS	ADCT	Harelson Elementary	Addendum			\$1,943.33

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*	2023-2024 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Brungardt	Elizabeth	Special Education Facilitator	ADCT	Keeling Elementary	Addendum		\$750.00	
Brunswick	Samantha	Special Education Facilitator	ADCT	Harelson Elementary	Addendum		\$750.00	
Busby	Devon	Coach - Spiritleading Head Winter HS	ADCT	Ironwood Ridge High	Addendum		\$2,645.09	
Callies	Heather	ADDN - Technology Coach EL	ADCT	Nash Elementary	Rescind			
Carroll	Emily	Teacher - Mathematics	ADCT	Ironwood Ridge High	Added Duty		\$9,744.42	
Chavira	Madison	ADDN - Academic Assistant EL	ADCT	Copper Creek Elementary	Addendum		\$800.00	
Collins	Camryn	Coach - Tennis MS	ADCT	Amphi Middle School	Addendum		\$1,835.37	
Cornelisse	Makynzie	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Costelow	Gabrielle	ADDN - Dyslexia Training Designee	ADCT	Copper Creek Elementary	Addendum		\$3,350.00	
Dallman	Ashley	ADDN - Student Council EL	ADCT	Harelson Elementary	Addendum		\$512.82	
Dallman	Ashley	ADDN - Technology Coach EL	ADCT	Harelson Elementary	Addendum		\$1,673.42	
Duplain	Sandra	ADDN - Certified Tutor	ADCT	Donaldson Elementary	Addendum		\$30.00 per hour	
Flores Zamora	Jesus	Coach - Softball Assistant MS	ADCT	Amphi Middle School	Addendum		\$1,511.48	
Galindo	Ruth	ADDN - Enrichment Tutor - ACHIEVE	ADCT	Coronado K-8 School	Addendum		\$25.00 per hour	
Gallegos	Carmen	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum		\$30.00 per hour	43
Gladish	Malaya	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Golden	Brande	ADDN - Extra Days	ADCT	Coronado K-8 School	Added Duty		\$276.75	
Gonzalez	Gabriela	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Granillo	Russel	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Habinek	Angela	ADDN - Technology Coach EL	ADCT	Mesa Verde Elementary	Addendum		\$1,673.42	
Herchenhahn	Gina	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum		\$30.00 per hour	
Horetski	Janis	ADDN - Certified Tutor	ADCT	Mesa Verde Elementary	Addendum		\$30.00 per hour	
Klein	Andrea	ADDN - Dyslexia Training Designee	ADCT	Harelson Elementary	Addendum		\$3,350.00	
Kroeger	Ashley	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum		\$30.00 per hour	

*	2023-2024 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Loverde	Emily	ADDN - Academic Assistant EL	ADCT	Copper Creek Elementary	Addendum		\$800.00	
Loverde	Emily	ADDN - Student Council EL	ADCT	Copper Creek Elementary	Addendum		\$1,025.65	
Lowe	Elizabeth	ADDN - Academic Assistant EL	ADCT	Harelson Elementary	Addendum		\$800.00	
McDole	Madisyn	ADDN - Certified Tutor	ADCT	Donaldson Elementary	Addendum		\$30.00 per hour	
Merry	Shannon	Teacher - Environmental Science	ADCT	Ironwood Ridge High	Added Duty		\$9,717.38	
Nicolas	Rosa	ADDN - Certified Tutor	ADCT	Donaldson Elementary	Addendum		\$30.00 per hour	
Northam	Susan	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum		\$30.00 per hour	
Northam	Susan	ADDN - Odyssey of the Mind	ADCT	Keeling Elementary	Addendum		\$1,600.00	
Perkins	Mason	Coach - Cross Country Head MS	ADCT	Amphi Middle School	Addendum		\$1,835.37	
Petersen	Christine	ADDN - Student Council EL	ADCT	Harelson Elementary	Addendum		\$512.82	
Scott	Elizabeth	ADDN - Enrichment Tutor - ACHIEVE	ADCT	Donaldson Elementary	Addendum		\$25.00 per hour	
Sheldon	Lisa	ADDN - SpEd Facilitator EL	ADCT	Nash Elementary	Addendum		\$750.00	
Sieminski	Angela	ADDN - Administrative Designee (Adi	ADCT	Harelson Elementary	Addendum		\$2,159.26	
Smith	Shawn	Teacher - AVID	ADCT	Amphi High School	Added Duty		\$11,003.73	
Stott	Bryant	ADDN - Homebound	ADCT	Ironwood Ridge High	Addendum		\$30.00 per hour	44
Toto	China	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Walden	Sandra	ADDN - SpEd Facilitator EL	ADCT	Copper Creek Elementary	Addendum		\$750.00	
Wallach	Ted	ADDN - Certified Tutor	ADCT	Donaldson Elementary	Addendum		\$30.00 per hour	
Whetherhult	Stephen	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Aldworth	Nicole	ADDN - Instructional Aide	ADCL	Keeling Elementary	Addendum		\$15.30 per hour	
Breitengross	Erika	ADDN - Instructional Aide	ADCL	Donaldson Elementary	Addendum		\$15.30 per hour	
Garcia	Diana	ADDN - Instructional Aide	ADCL	Rio Vista Elementary	Addendum		\$15.30 per hour	
Johnson	Marian	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Sandman	Heidi	ADDN - Instructional Aide	ADCL	Rio Vista Elementary	Addendum		\$15.30 per hour	

*	2023-2024 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
Extension	End date being extended	CL	Classified
Increase FTE	Increase in hours/contract	PR	Professional
Promotion	Employee receiving a promotion to another position	EL	Elementary
Reassignment	Employee moving to another position at the direction of the administration	MS	Middle School
Status Change	Employee changing status (i.e. short term to career)	HS	High School
Temporary	Employee working for a limited period of time		
Transfer	Employee moving from one position to another		



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of September 3, 2024.

45

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".

John Hastings, Director of Human Resources

Date: September 3, 2024

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

Todd A. Jaeger, J.D., Superintendent

9/10/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Lettera	Pamela	Teacher - Grade 1	CT	Harelson Elementary	08/09/2024	Start
Rose	Stileda	Counselor	CT	Amphi High School	09/03/2024	Start
Boteo Diaz	Gladys	Special Education Teaching Assist	CL	Rillito Center	08/06/2024	End
Engstrom	Gerald	Custodian II	CL	Wilson K-8 School	08/26/2024	Start
Henley	Jolee	Preschool Instructional Specialist	CL	Wilson K-8 School	08/30/2024	Extension
Nelson	Kerry	Special Education Teaching Assist	CL	Copper Creek Elementary	08/01/2024	Start

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* 2023-2024 School Year
CT-AD Certified Administrative
CT Certified
CL-AD Classified Administrative
CL Classified
PR Professional



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

DATE OF MEETING: September 10, 2024

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of September 3, 2024.

47

RECOMMENDATION:

It is the recommendation of the Administration that the resignation(s) or termination(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: September 3, 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

9/10/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Shugert	Carmen	Teacher - Mathematics	CT-RET	Ironwood Ridge High	08/19/2024	Resignation	
Shugert	Carmen	Teacher - Engineering	CT-RET	Ironwood Ridge High	08/19/2024	Resignation	
Anderson	Janice	Clerk	CL	Wetmore Center	10/11/2024	Resignation	
Brown	Madgie	Custodian I	CL	Amphi High School	08/23/2024	Resignation	
Ebeler	Teresa	Registrar - Middle School	CL	Wilson K-8 School	09/10/2024	Resignation	
Moore	Juana	Custodian I	CL	Cross Middle School	08/02/2024	Resignation	
Morgan	Ricardo	Bus Driver Trainee	CL	Transportation	07/03/2024	Resignation	
Rayl	Karin	Special Education Teaching	CL	Copper Creek Elementary	08/30/2024	Resignation	
Ruiz	Felix	Custodian I	CL	Amphi Middle School	09/05/2024	Resignation	

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* 2023-2024 School Year
 Budget RIF Reduction in force due to budget
 Abandonment Employee abandoned position
 Breach of Contract Employee did not fulfill contract
 Dismissal Employee terminated by the District
 Resignation Employee resigning from the District
 Retirement Employee retiring from the District

ADCT Addendum Certified
 ADCL Addendum Classified
 ADDM Addendum Only
 CT-AD Certified Administrative
 CT Certified
 CL-AD Classified Administrative
 CL Classified
 PR Professional

**09/10/2024 GOVERNING BOARD MEETING
SEPARATIONS**

Substitutes

LAST NAME	FIRST NAME	TITLE	TYPE	LOCATION	EFFECTIVE DATE	REASON
Benevenia	Rose		CT		08/19/2024	
Kornman	Fredericka		CL		08/20/2024	



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

DATE OF MEETING: September 10, 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 September 3, 2024.

50

RECOMMENDATION:

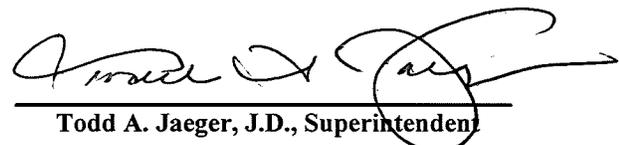
It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

INITIATED BY:



John Hastings, Director of Human Resources

Date: September 3, 2024



Todd A. Jaeger, J.D., Superintendent

9/10/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Bias	Nathan	Coach - Soccer Head HS	Ironwood Ridge High	Stipend	\$3,238.88
Cardenas	Calvin	Coach - Football Assistant MS	Amphi Middle School	Stipend	\$1,511.48
Cooper	Ammie	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$2,429.16
Godoy	Albino	Coach - Softball Head MS	Amphi Middle School	Stipend	\$1,835.37
Lamoreaux	Kiera	Coach - Swimming Head HS	Ironwood Ridge High	Stipend	\$3,238.88
Neisius	Penelope	ADDN - eSports	Ironwood Ridge High	Stipend	\$1,800.00
Trippe	John	Coach - Football Head MS	Amphi Middle School	Stipend	\$1,835.37

* 2023-2024 School Year



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Minutes of Previous Meeting(s)

BACKGROUND:

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

July 23, 2024

August 13, 2024

August 27, 2024

RECOMMENDATION:

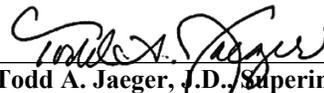
The Administration recommends that the minutes of the previous meeting(s) be approved.

INITIATED BY:


Jen Anderson

Executive Assistant to the Superintendent & Governing Board

Date: September 3, 2024


Todd A. Jaeger, J.D., Superintendent

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

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

Governing Board Members Present

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

Superintendent's Cabinet Members

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

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

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

2. PLEDGE OF ALLEGIANCE

President Baker asked Ms. Call to lead the Pledge of Allegiance.

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

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

4. PUBLIC COMMENT

There were no comments.

5. CONSENT AGENDA

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

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

President Baker asked if any items needed to be removed for further discussion or comment.

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

Superintendent Jaeger recommended that the Governing Board accept Item K. Acceptance of the Annual Comprehensive Financial Report, Single Audit Reporting Package and Uniform System of Financial Records Compliance Questionnaire for Fiscal Year Ended June 30, 2023.

He advised that a roll call vote was required.

Ms. Cox Golder moved for Consent Agenda Item 5. K. be approved as presented. Mr. Kopec seconded the motion. Roll call vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Item 5. K. passed.

A. Approval of Appointment of Non-Administrative Personnel

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

B. Approval of Personnel Changes

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

C. Approval of Leave(s) of Absence

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

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

Separations and terminations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

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

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the June 11, 2024 and June 25, 2024 meetings as submitted in Exhibit 6.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,142,001.75

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 7.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1367	\$36,412.41	1368	\$6,391.80	1369	\$26,501.37
1370	\$826,921.81	1371	\$27,225.97	1372	\$590,881.09
1001	\$469,158.21	1002	\$44,599.35	1003	\$16,891.63
1004	\$251,043.66	1373	\$7,407.85	1374	\$59,297.64
1375	\$4,487.73	1376	\$3,701.43	1377	\$98,649.86
1378	\$10,475.50	1005	\$203,875.95	1006	\$4,197.88
1007	\$206,929.47	1008	\$132,331.05	1009	\$56,818.41
1010	\$57,801.68				

H. Receipt of June 2024 Report on School Auxiliary and Club Balances

The Governing Board approved the Receipt of June 2024 Report on School Auxiliary and Club Balances as submitted in Exhibit 8.

I. Approval of Parent Support Organization(s) - 2024-2025

The Governing Board approved Copper Creek Elementary PTO, Innovation Academy PTO and Nighthawk Parent Organization for the 2024-2025 school year as submitted in Exhibit 9.

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

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

K. Acceptance of the Annual Comprehensive Financial Report, Single Audit Reporting Package and Uniform System of Financial Records Compliance Questionnaire for Fiscal Year Ended June 30, 2023

The Governing Board accepted the Annual Comprehensive Financial Report, Single Audit Reporting Package and Uniform System of Financial Records Compliance Questionnaire for Fiscal Year Ended June 30, 2023.

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

The Governing Board approved Governing Board Policy Exhibit CCB-E (Line and Staff Relations: Organizational Chart) as submitted in Exhibit 10.

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

The Governing Board approved the Oro Valley Police Department, Tucson Police Department, and Pima County Sheriff's Department Special Duty Program Agreements for Special Duty Law Enforcement Services as submitted in Exhibit 11.

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

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

6. ACTION

A. Approval of Pro Statement for the 2024 Maintenance and Operation Override Election

For the Pro Statement for the 2024 Maintenance and Operation Override Election see Exhibit 13.

Superintendent Jaeger reviewed that there will be two propositions on the public ballot in November, the bond package and renewal of the singular override. He explained that Amphi is not allowed to advocate for the override, but the Governing Board can include a Pro Statement in the voters' pamphlet. Superintendent Jaeger said a statement has been drafted that meets the requirements and recommended that the Governing Board approve the statement as presented.

Ms. Cox Golder moved to approve the Pro Statement for the 2024 Maintenance and Operation Override Election. Mr. Kopec seconded the motion. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Item 6. A. passed.

7. PUBLIC COMMENT

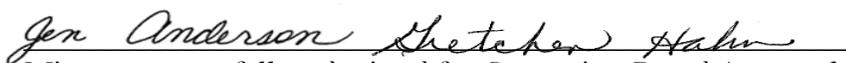
There were no comments.

8. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

9. ADJOURNMENT

Ms. Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. The meeting adjourned at 5:34 p.m.



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

September 4, 2024
Date

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

September 10, 2024
Date

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, August 13, 2024**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, August 13, 2024 beginning at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Governing Board Member Absent

Ms. Vicki Cox Golder, Member

Superintendent's Cabinet Members

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, Associate Superintendent for Secondary Education
Mr. Scott Little, Chief Financial Officer
Mr. John Hastings, Director of Human Resources
Ms. Elizabeth Jacome, Director of Curriculum and Assessment
Ms. Kristin McGraw, Director of Student Services
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Michelle Valenzuela, Director of Communications

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

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

2. PLEDGE OF ALLEGIANCE

President Baker asked Vice President Zibrat to lead the Pledge of Allegiance.

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

President Baker announced that the next Special Governing Board meeting will be held on Tuesday, August 27, 2024 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

4. INFORMATION

A. Superintendent's Report

For the Superintendent's Report PowerPoint see Exhibit 1.

Superintendent Jaeger shared photos of recent District events from the opening of the new school year.

He talked about the annual Effective Teacher Conference, which was held this year at Ironwood Ridge High School. There were about 100 teachers new to Amphi who participated. He thanked everyone who helped plan, facilitate, and present the event, which is an annual event designed to welcome and assist the newest teachers develop their skills, learn about the District, get to know their principals and schools, and meet some of their new colleagues.

Superintendent Jaeger said we had a great start to the school year. He noted that there were some challenges with the new transportation app and gave a special shoutout to the Transportation team for working through it. He said thousands of students are routed

throughout the District, and everyone once again arrived at school and back home safely Superintendent Jaeger stated that Curtis Simpson, in particular, went the extra mile to help families with their routing information this year. He thanked Curtis for demonstrating so many of our Portrait of the Graduate characteristics this year: Critical Thinking, Problem Solving, Collaboration, Communication and Caring to name a few.

Superintendent Jaeger congratulated Vanessa Hill who was selected by the National Association for Gifted Children (NAGC) as the recipient of the 2024 Gifted Coordinator Award. He said Ms. Hill will be recognized at the NAGC's National Conference on Gifted Education in November. He reported that he, Ms. Call, Governing Board members Ms. Day and Mr. Kopec will also attend the conference, in furtherance of the District's emphasis on gifted and talented education.

Superintendent Jaeger then reviewed a recent (2024) annual report called "Kids Count®" that was issued by the Kids Count Foundation. He explained that it covers academics, health, family, community engagement and the overall well-being of children. He then talked about some data that was particularly concerning:

- There were unprecedented drops in fourth grade reading and eighth grade math proficiency for U.S. students between 2019 and 2022 -- representing decades of lost progress (citing NAEP).
- While other nations made gains, U.S. scores in reading and math have slipped.

He stated that research demonstrates the critical importance of fourth grade reading proficiency and eighth grade math proficiency to later success, and both measures are therefore a focus of the report. Superintendent Jaeger said mastery of reading by fourth grade becomes key to keeping up in other subjects. Children who are not proficient readers by this time are less likely to finish high school, enroll in college or keep pace with the earnings of their peers.

Superintendent Jaeger presented national data which gave historical information on proficiency scores in 2000, 2019, and 2022. Among other things, the data demonstrates that minorities and subgroups experienced the greatest decline in academic proficiencies.

Superintendent Jaeger reported there was one particular thread throughout the data for all students, not just the sub-groups, that was perhaps most concerning: attendance.

He said, "children cannot learn if they don't attend school" and shared some national data.

- In 2021–22, 30% of all students were chronically absent (meaning they missed 10% or more of all days in the academic year)
- By comparison, prior to the pandemic, in 2018–19, the chronic absence rate was 16%
- The absence increase, by more than 80%, almost certainly contributed to the drop in NAEP scores, according to the U.S. Department of Education.
- The negative impacts of this challenge are far-reaching because two-thirds of all U.S. students attend schools plagued by chronic absence – resulting in a "spillover effect":
 - Students in high-absence classrooms are more likely to have lower test scores as their teachers are slowed by a perpetual cycle of 'catching up' chronically absent students
- Unfortunately, 46% of Arizona's children were chronically absent in 2021-2022 school year

He said Amphi has a big push this year to curtail absences, and shared additional information:

- Consequences of chronic absence go beyond academics

- A study tracking Rhode Island kindergartners through their next seven years found those who were chronically absent were twice as likely to repeat a grade and were *more than* twice as likely to be suspended.

Superintendent Jaeger noted the report also provides a composite index of overall child well-being for each state by combining data across four domains. He shared the Arizona composite scores, that were translated into state by state ranking for overall child well-being.

1. Economic well-being: ranked 33rd
2. Health: ranked 34th
3. Family and Community: ranked 41st
4. Education: ranked 44th
5. Overall well-being: ranked 42nd

Superintendent Jaeger concluded with positive news, that Amphitheater continues to outpace the statewide (Arizona) academic measures of proficiency. He said when the specific state data is released publicly, the administration will provide that information to the Governing Board.

President Baker thanked him for the report.

B. Status of Construction Projects

For the Status of Construction Project attachments see Exhibit 2.

Superintendent Jaeger asked Mr. LaNasa to provide on update on District-wide construction projects since last month's report.

Mr. LaNasa showed photos which highlighted completed projects and some currently under construction.

- Canyon Del Oro High School north gym HVAC using BRG funds to be completed soon
- Coronado K-8 School central plant pump replacement using bond funds-now complete
- Ongoing renovations to the Cross Middle School library using bond funds
- La Cima Middle School chiller replacement using the last of the ESSER funding
- Painted Sky Elementary School MPR painting project using bond funds-now complete
- The replacement of the Rillito Center parking lot using bond funds
- Wilson K-8 School building hot water line replacement site restoration using BRG funds-almost complete
- Wilson K-8 School MPR stage HVAC replacement using BRG funds

Mr. La Nasa was pleased to report that the District has received \$2,932,275 in funding this year. He explained that the SFB has changed their grant appropriation process and that may affect timely roof repairs, but the team will continue to pursue funding for roofs and other projects.

He offered to answer any questions.

On behalf of the Governing Board, Ms. Day expressed her appreciation to Mr. La Nasa and his team for securing \$3,000,000 in funding.

President Baker thanked him for the report.

5. PUBLIC COMMENT

There were no comments.

6. CONSENT AGENDA

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

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

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

Mr. Kopec moved for Consent Agenda Items 6. A.-P. be approved as presented. Vice President Zibrat seconded the motion. Voice vote in favor – 4. President Baker, Vice President Zibrat, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Items 6. A.-P. passed.

A. Approval of Appointment of Non-Administrative Personnel

Non-administrative personnel appointments were approved as listed in Exhibit 3.

B. Approval of Personnel Changes

Certified and classified personnel changes were approved as listed in Exhibit 4.

C. Approval of Leave(s) of Absence

Leave(s) of Absences were approved as listed in Exhibit 5.

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

Separations and terminations were approved as listed in Exhibit 6.

E. Approval of Stipend for Coaching Volunteers

Stipend for Coaching Volunteers were approved as listed in Exhibit 7.

F. Approval of Vouchers Totaling and Not Exceeding Approximately \$5,951,539.12

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 8.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1379	\$12,724.45	1380	\$89,673.64	1381	\$72,871.73
1382	\$14,588.88	1011	\$11,068.22	1012	\$36,035.00
1014	\$292,453.69	1015	\$56,062.53	1016	\$13,984.66
1017	\$117,179.19	1383	\$19,208.13	1384	\$2,427,595.35
1385	\$16,574.36	1018	\$103,799.22	1019	\$91,679.05
1020	\$303,323.34	1021	\$168,861.08	1022	\$12,975.58
1386	\$20,938.90	1387	\$35,781.58	1388	\$9,302.50
1389	\$40,213.27	1390	\$14.12	1023	\$374,146.36
1024	\$769,006.21	1025	\$79,480.57	1026	\$165,470.38
1028	\$526,802.02	1029	\$30,135.02	1031	\$2,647.30
1032	\$36,942.79				

G. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 9.

H. Approval of Parent Support Organization(s) - 2024-2025

The Governing Board approved IRHS Boys Soccer PAC, IRHS Project Graduation and Dorados Football Touchdown Club for the 2024-2025 school year as submitted in Exhibit 10.

I. Approval of One-Time Increase to Job Order Contract Limit

The Governing Board approved One-Time Increase to Job Order Contract Limit.

J. Award of Contract for Automatic Vehicle Locator (AVL) / Global Tracking Systems (GPS)- Based Upon Responses to Request for Proposal (RFP) 2024017

The Governing Board awarded the Contract for Automatic Vehicle Locator (AVL) / Global Tracking Systems (GPS)- Based Upon Responses to Request for Proposal (RFP) 2024017 to Synovia as submitted in Exhibit 11.

K. Award of Contract for Student Tours & Group Travel Services - Based Upon Responses to Request for Proposal (RFP 2324019)

The Governing Board awarded Contract for Student Tours & Group Travel Services - Based Upon Responses to Request for Proposal (RFP 2324019) to Project Exploration and Forum Music Festival/Travel.

L. Approval of Fee Waivers for Facility Rentals 2024-2025 School Year

The Governing Board approved Fee Waivers for Facility Rentals 2024-2025 School Year.

M. Approval of Site Fund-Raising Activities

The Governing Board approved Site Fund-Raising Activities.

N. Approval of Supplemental Texts and Materials

The Governing Board approved Supplemental Texts and Materials as submitted in Exhibit 12.

O. Approval of Revisions to the 2024-2025 Fee Schedule

The Governing Board approved Revisions to the 2024-2025 Fee Schedule as submitted in Exhibit 13.

P. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as listed in Exhibit 14.

7. STUDY/ACTION

A. Study/Action of Proposed Addenda Recommendations

For the Proposed Addenda Recommendations see Exhibit 15.

Superintendent Jaeger recapped that the Governing Board has heard this information at a prior meeting, and Mr. Munger has additional information and a recommendation. He asked Mr. Munger to present the updated materials.

Mr. Munger referenced the presentation which was made at the July 9, 2024 meeting. He said based on the feedback at that time, the new proposal splits the items: compensation and a rubric for accountability. He explained that addenda the committee will reconvene this fall to design the rubric and that information will be presented to the Governing Board for approval at a future meeting.

Superintendent Jaeger emphasized that some of the programs have already started, and it was important that this item be approved so that staff can be compensated accordingly.

Ms. Day moved to approve the Proposed Addenda Recommendations. Vice President Zibrat seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Day, and Mr. Kopec. Opposed - 0.

8. ACTION

A. Adoption of New Policy System:

- Chapter 1 – Governance;**
- Chapter 2 – Administration; and**
- Chapter 3 – Business**

For the complete New Policy Systems attachments see Exhibit 16.

Superintendent Jaeger noted that the Governing Board was aware of the ongoing daunting task to shift the current policy system coding to a different policy system provider. A benefit of the new systems' coding and structure is that it will reduce the number of policies listed.

Superintendent Jaeger stated that it was important to approve these (three of the five) chapters so that they can be posted. He commented that if needed, additional changes can be made, and recommended that the policies be adopted. He explained that when chapters four and five are completed, they will be presented at a future meeting.

Ms. Day moved to approve the Adoption of New Policy System: Chapter 1 through Chapter 3. Mr. Kopec seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Day, and Mr. Kopec. Opposed – 0.

B. Study and Approval of the Revised Expenditure Budget for Fiscal Year 2024-2025

For the Revised Expenditure Budget for Fiscal Year 2024-2025 attachments see Exhibit 17.

Superintendent Jaeger stated that for different reasons throughout the year, the expenditure budget requires revision. He asked Mr. Little to explain in greater detail the reason for this revision.

Mr. Little noted that the most recently approved budget had coding errors for some personnel, specifically for Special Education staff. If the budget was not corrected now, a federal test of maintenance for effort for SPED expenditures, which is needed to receive federal funding would not be met. He noted that the tax rate numbers were also corrected, and he will present that information at a future meeting.

Mr. Kopec moved to approve the Revised Expenditure Budget for Fiscal Year 2024-2025. Vice President Zibrat seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Day, and Mr. Kopec. Opposed – 0.

9. PUBLIC COMMENT

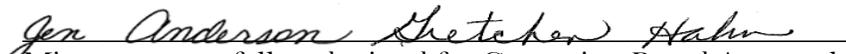
There were no comments.

10. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

11. ADJOURNMENT

Ms. Day moved to adjourn. Vice President Zibrat seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Day, and Mr. Kopec. Opposed – 0. The meeting adjourned at 6:37 p.m.



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

September 4, 2024

Date

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

September 10, 2024

Date

**Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, August 27, 2024**

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, August 27, 2024 beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Governing Board Member Absent

Mr. Matthew A. Kopec, Member

Superintendent's Cabinet Members

Mr. Todd A. Jaeger, J.D., Superintendent
Mr. Scott Little, Chief Financial Officer
Mr. John Hastings, Director of Human Resources
Ms. Kristin McGraw, Director of Student Services
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Michelle Valenzuela, Director of Communications

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

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

2. PLEDGE OF ALLEGIANCE

President Baker asked Michelle Valenzuela to lead the Pledge of Allegiance.

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

President Baker announced that the next Regular Governing Board meeting will be held on Tuesday, September 10, 2024 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

4. INFORMATION

A. Review of 2024-2025 Property Tax Rates

Superintendent Jaeger said he wanted to present this information due to the upcoming bond and override elections. He asked Mr. Little to review the tax rates in greater detail.

Mr. Little stated that Pima County Board of Supervisors recently adopted the 2024-2025 property tax rates. He explained that overall, the District's tax structures look very good and that he would compare Amphi rates and changes with other surrounding districts.

He announced that Amphi has the third lowest overall tax rate in Pima County, but noted that the two districts with the lower tax rates happen to have the highest wealth and far fewer students. Overall, Amphi's rate dropped about 3.62%.

Mr. Little also referenced a report from Pima County that showed school districts' average rate of property evaluation growth was 4.40%. He explained that the Districts' goal for the debt servicing of bonds is to keep the rates stable. There are built-in declining levy amounts to avoid an increase to taxpayer rates.

He offered to answer any questions.

Ms. Day commented that throughout her many years as a board member she has noticed that Amphi taxes have always been kept low. She asked if he could offer an explanation.

Mr. Little noted that each district is unique and has different needs. He felt that there are many factors to be considered, but in general Amphi’s financial planning has been to maintain a stable tax rate, rather than plan to increase rates in the future.

Superintendent Jaeger asked Mr. Little to clarify what the financial impact of the proposed override and bonds would be to the voters/taxpayers. Mr. Little said the upcoming proposed override and bonds will not increase property taxes for the District, and the rates will continue to remain stable.

5. PUBLIC COMMENT

There were no comments.

6. CONSENT AGENDA

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

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

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

Ms. Day moved for Consent Agenda Items 6. A.-P. be approved as presented. Vice President Zibrat seconded the motion. Voice vote in favor – 4. President Baker, Vice President Zibrat, Ms. Cox Golder and Ms. Day. Opposed – 0. Consent Agenda Items 6. A.-P. passed.

A. Approval of Appointment of Non-Administrative Personnel

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

B. Approval of Personnel Changes

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

C. Approval of Leave(s) of Absence

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

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

Separations and terminations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

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

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved the July 9, 2024 meeting minutes as submitted in Exhibit 6.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,305,039.86

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 7.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1391	\$22,948.38	1392	\$36,799.94	1033	\$249,438.21
1034	\$514,006.80	1035	\$19,382.37	1036	\$44,754.47
1037	\$275,206.20	1038	\$10,063.06	1393	\$16,454.30
1394	\$32,376.82	1039	\$115,720.42	1040	\$490,072.40
1041	\$95,068.21	1042	\$10,123.41	1043	\$84,707.74
1044	\$283,044.66	1045	\$4,872.47		

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 8.

I. Receipt of July 2024 Report on School Auxiliary and Club Balances

The Governing Board approved Receipt of July 2024 Report on School Auxiliary and Club Balances as submitted in Exhibit 9.

J. Approval of Parent Support Organization(s) - 2024-2025

The Governing Board approved IRHS Pomline Booster Club, Ironwood Ridge Cross Country/Track and Ironwood Ridge Boys Basketball for the 2024-2025 school year as submitted in Exhibit 10.

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

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

L. Approval of Authorized Signatories on District Checking Accounts for the 2024-2025 Fiscal Year

The Governing Board approved Authorized Signatories on District Checking Accounts for the 2024-2025 Fiscal Year as submitted in Exhibit 11.

M. Approval of School Facilities Oversight Board (SFOB) FY 2025 Capital Plan

The Governing Board approved School Facilities Oversight Board (SFOB) FY 2025 Capital Plan as submitted in Exhibit 12.

N. Approval of Supplemental Texts and Materials

The Governing Board approved Supplemental Texts and Materials as submitted in Exhibit 13.

O. Approval of Fireworks for Canyon del Oro High School and Ironwood Ridge High School Homecoming Games and Graduation

The Governing Board approved Fireworks for Canyon del Oro High School and Ironwood Ridge High School Homecoming Games and Graduation as submitted in Exhibit 14.

P. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as listed in Exhibit 15.

7. PUBLIC COMMENT

There were no comments.

8. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Ms. Day requested a discussion or study item regarding the processes and procedures for determining high school GPA's weighted, non-weighted and class ranks. She also asked to include any anomalies that may occur and how they are resolved.

9. ADJOURNMENT

Ms. Day moved to adjourn. Vice President Zibrat seconded. There was no discussion. Voice vote in favor-4. President Baker, Vice President Zibrat, Ms. Cox Golder and Ms. Day. Opposed – 0. The meeting adjourned at 5:48 p.m.

Jen Anderson (Gretchen) Hahn

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

September 4, 2024
Date

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

September 10, 2024
Date



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$989,343.84

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: September 9, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: September 10, 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: September 3, 2024

Todd A. Jaeger, J.D., Superintendent

	Gifts and Donations List	
Gifts and Donations		09-10-24
Ck in the amount \$4,417.69	Lisa Bayless	Other



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Parent Support Organization(s) – 2024-2025

BACKGROUND:

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

CDO Woman's Soccer Booster
CDO Parent Organization
Amphi High Volleyball Booster club
CDO Orchestra Booster
Nighthawk Swim and Dive Booster
IB Parent Booster Club
La Cima Middle School PTO

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: September 3, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2024-2025

Name of Organization CDO Womens Soccer Booster

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 88-3340180

OFFICERS:

Name: Colleen Hehli
Office Held: President
Address: _____

Name: Lyndsay Cruce
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____

E-mail: _____
Phone(s): _____

Date taking office: 09/13/23

Date taking office: 03/26/24

Name: Melinda Ferrall
Office Held: Vice President
Address: _____

Name: Selah Delgado
Office Held: Secretary
Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/13/23

Date taking office: 03/26/24

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? _____ Executive meetings held how often? _____

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.

Colleen Hehli 7/11/24
Signature Date

Lyndsay Cruce 7/17/24
Signature Date

S. Delgado 7/17/24
Signature Date

Melinda Ferrall 7/17/24
Signature Date

Site Administrator's Approval: Tara Bullock
Signature

8/29/24
Date

For district use:

Finance Department recommendation: approved
Governing Board Agenda date: 9/10/24

SEP 8 '24 AM 6:54

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

School Year 2024-2025

Name of Organization CDO Parent Organization

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 86-0763723

OFFICERS:

Name: Brooke Cornwell

Name: Valerie Quay

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/23

Date taking office: 04/15/24

Name: Shannon Sareen

Name: Lauren Andersen

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/23

Date taking office: 04/15/24

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? monthly Executive meetings held how often? as needed

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

Signature: Valerie Quay Date: 8/12/2024 Signature: Brooke Cornwell Date: 08/18/2024

Signature: BQ Date: 08/19/2024 Signature: Brooke Cornwell Date: 8/19/24

Site Administrator's Approval: Signature: Tara Buehler Date: 8/29/24

For district use: Finance Department recommendation: approved

Governing Board Agenda date: 9/10/24
Schane/Wright 8/19/24 MS 8/19/24

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

School Year 2024-2025

Name of Organization Amphi High Volleyball Booster Club School Amphitheater High School

Related Student Organization or Club _____ Taxpayer I.D. 84-2325708

OFFICERS:

Name: Leanora Forman
Office Held: President
Address: _____

Name: April Tibbetts
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____

E-mail: _____
Phone(s): _____

Date taking office: 08/31/23

Date taking office: 08/31/23

Name: Tiffanie Gradillas
Office Held: Vice President
Address: _____

Name: Katevi Harris
Office Held: Secretary
Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/19/24

Date taking office: 08/19/24

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? monthly Executive meetings held how often? monthly

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

<u>[Signature]</u> Signature	<u>08/19/24</u> Date	<u>[Signature]</u> Signature	<u>8/19/24</u> Date
<u>[Signature]</u> Signature	<u>8-20-24</u> Date	<u>[Signature]</u> Signature	<u>8/19/24</u> Date

Site Administrator's Approval: [Signature] 8/26/24
Signature Date

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 9/16/24

SEP 8 24 AM 6:54

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

School Year 2024-2025

Name of Organization CDO Orchestra Booster

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 81-3519995

OFFICERS:

Name: Dominick San Angelo

Name: Griselda Ratje

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/01/23

Date taking office: 09/20/21

Name: John Boney

Name: Amy Dioniso

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 06/07/24

Date taking office: 05/20/21

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? Once a Month Executive meetings held how often? Once a Year

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.

Dominick San Angelo 8/19/24
Signature Date

John C Boney 8/19/24
Signature Date

[Signature] 8/19/24
Signature Date

Griselda N. Ratje 8/19/24
Signature Date

Site Administrator's Approval: Tara Bueh
Signature Date

For district use: Finance Department recommendation: approved AUG 29 '24 10:36
Governing Board Agenda date: 7/29/24

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

School Year 2024-2025

Name of Organization Nighthawk Swim and Dive Booster

School Ironwood Ridge High Sch

Related Student Organization or Club _____

Taxpayer I.D. 92-0354116

OFFICERS:

Name: Erika Walker

Name: Cari Bollinger

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/14/22

Date taking office: 08/13/23

Name: Cari Bollinger

Name: Stephanie McDonald

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/09/24

Date taking office: 09/14/22

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

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

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

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

Member meetings held how often? Minimum 3x per year Executive meetings held how often? Minimum 3x per year

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

Signature: [Signature] Date: 8-9-24 Signature: [Signature] Date: 09/14/24

Signature: [Signature] Date: 8/16/24 Signature: _____ Date: _____

Site Administrator's Approval: [Signature] Date: 8/27/24

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 9/10/24

AUG 29 '24 10:36

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

School Year 2024-2025

Name of Organization IB Parent Booster Club

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 46-0839466

OFFICERS:

Name: Kathy Smith
Office Held: President
Address: _____

Name: Kathy Smith
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____

E-mail: _____
Phone(s): _____

Date taking office: 07/12/23

Date taking office: 08/12/24

Name: Aggie Turecka
Office Held: Vice President
Address: _____

Name: Tim Smith
Office Held: Secretary
Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/23/22

Date taking office: 08/14/24

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 ^{ENS} By-laws reviewed annually? Yes No

Member meetings held how often? Monthly Executive meetings held how often? Monthly

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

<u>Kathy Smith</u>	<u>8/12/2024</u>	<u>[Signature]</u>	<u>8/14/24</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>8/12/24</u>	<u>[Signature]</u>	<u>[Date]</u>
Signature	Date	Signature	Date
Site Administrator's Approval: <u>[Signature]</u>	<u>[Date]</u>	<u>[Signature]</u>	<u>[Date]</u>
Signature	Date	Signature	Date

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 9/10/24

AUG 29 '24 AM 10:37



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

DATE OF MEETING: September 10, 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-006448 – CCK - MPR Exterior High Vents Needing Re-Sealed SF118243
- BRG-006475 – WAL Campus Wide Multiple Roof Leaks Needing Repair SF112242
- BRG-006491 – AMS – Fire Alarm System Replacement SF166244
- BRG-006469 – WAL – Roof Replacement Project SF112241
- BRG-006470 – AMS – 400 & 800 Buildings Roof Leaks Needing Repair SF166243

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: September 9, 2024

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

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

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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

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

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

tier to the extent necessary to ensure compliance with the requirements.

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

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

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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

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

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

tier to the extent necessary to ensure compliance with the requirements.

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

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

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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

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

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

tier to the extent necessary to ensure compliance with the requirements.

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

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

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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

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

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

tier to the extent necessary to ensure compliance with the requirements.

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

These monies are being awarded to the District for the purpose of maintaining the adequacy of existing school facilities owned by school districts that are required to meet the minimum adequacy standards for student capacity and that fall below the minimum school facility guidelines found in A.A.C. Title 7, sections R7-6-101 through R7-6-276. Districts are prohibited from using monies from the Fund awarded pursuant to these Terms and Conditions on any project that is in a building, or part of a building, that is being leased to another entity. All monies used must be in compliance with the statutory requirements found in A.R.S. §41-5732, A.A.C. Title 7 section R7-1-101, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

2. TERM OF TERMS AND CONDITIONS

The term of these Terms and Conditions shall begin on the initial date of the performance period and shall continue until the project is closed, pursuant to Paragraph 4.2. A project shall be complete within 12 months per A.R.S. §41-5732.

2.1 ABANDONMENT OF THE PROJECT

A Project or phase grant may be considered to be abandoned if the acceptance process, including, the submittal of the purchase order(s) has not been completed by the District within four months of award of funding or the project has had no activity in over a 6 month period. In such an instance, the project or phase grant may be subject to administrative closeout and any monies awarded may be de-obligated from the project or phase grant and returned to the fund. Abandonment of a project does not relieve a District of its obligation to correct the deficiency and

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

- 3.1. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;
- 3.2. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines;
- 3.3. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;
- 3.4. Compliance with any applicable federal, state and local health or safety requirements;
- 3.5. Compliance with any applicable Division of School Facilities Performance Specifications;
- 3.6. The Division of School Facilities will require Design Scope Development meetings with the selected architect before any funding is made available for Construction phase grant. School district non-compliance with these Terms and Conditions may result in the delay of phase grant awards in Procurement and/or Construction;
- 3.7. Professional services deliverables will be submitted to the Division of School Facilities via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- 3.8. Further requests for funds in the form of subsequent phases, change orders, supplemental funding requests, and other requests outside of the project scope as described in the Terms and Conditions may be deemed ineligible upon review by the Division staff. These determinations are appealable as authorized in A.R.S. § 41-5702 (A) (5) (i). Staff will provide guidance and technical assistance to the district in meeting program requirements. The final determination of the SFD or the Board are appealable agency actions as detailed in § 41-5702 (A)(5) (i) and subsection and 8. of these Terms and Conditions.
- 3.9. Failure to comply with any term or condition required by this Agreement may result in a delay in the processing of payment applications and change orders.

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

The District will maintain records as required by the Uniform System of Financial Records and provide access to those records to the SFD as necessary to perform its duties. The District will cooperate with the SFD or the Auditor General or any of their authorized representatives when

audits are conducted as authorized by law. This cooperation includes access without unreasonable restrictions to the District's records and personnel for the purpose of obtaining relevant information.

3.2 SURPLUS FUNDS

If the final cost of the Project or the phase grant is less than the amount awarded by the SFD, the SFD shall de-obligate the remaining monies from the project or phase grant at closeout.

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

Pursuant to A.R.S. §41-5701.02.I.2., if a school district approves (If the District issues a purchase order or authorizes start of the work) work referenced in a change order before the SFD approves the Change Order, the school district is responsible for the cost and construction of the project ('The Project' is defined for the purposes of the Change Order as the work defined in the Change Order).

3.4 LOCAL FUNDS

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

Elective upgrades to facilities, excluded spaces in excess of 10%, district administrative spaces, grade configuration updates of facilities, or program changes limited by "built as designed" plans are ineligible for BRG funds, notwithstanding campus-wide and/or multi-building building systems, such as, but not limited to fire alarms, intercoms, central plants, wastewater treatment plants and wells.

3.5 DISBURSED FUNDS

Any work the school district approves prior to receiving an award notice or an executed change order is the financial responsibility of the school district. The District shall return any disbursed monies to the SFD, and reimburse the Fund for monies spent without proper authorization from the SFD within thirty (30) days of being notified by the SFD.

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

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

4. REPORTING REQUIREMENTS

The District will make reports to the SFD as requested, and will cooperate with any evaluation of the grant and/or project as required by the SFD. All expenditures and projects are subject to audit. All construction and related contracts entered into by the District shall contain a clause that will permit the SFD and/or the District to audit the contract.

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

The District shall complete a final financial report in each phase grant before initiating an application for subsequent phase grants. The project closeout shall be completed upon submission of the final project payment request.

The District shall maintain records for five years following the completion of the project, which show:

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

5. INSURANCE REQUIREMENTS

For all construction projects, the District agrees to secure insurance coverage for purposes of general liability, property damage and workers' compensation and secure performance and payment bonds. Projects as a result of weather-related or other insurable incidences shall be initiated by an insurance claim and partnerships reported.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the District shall retain and shall contractually require

each subcontractor to retain all data, books and other records ("records") relating to these Terms and Conditions for a period of five years after completion of these Terms and Conditions. All records shall be subject to inspection and audit by the State for five years after the termination of these Terms and Conditions.

7. AVAILABILITY OF FUNDS

Every payment obligation of the State under these Terms and Conditions is conditioned upon the availability of funds allocated for the payment of such obligations. If funds are not allocated and available for the continuance of the Project or phase grant, these Terms and Conditions may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. APPEALABLE AGENCY ACTION

Pursuant to 41-5702 (A)(5) (i) and subsection P, Building Renewal Grant requests are an appealable agency action.

SFD Staff shall notify a school district in writing that the proposed project does not meet eligibility criteria. The written notification shall include documentation to support the staff's determination that the proposed project does not meet the eligibility criteria. The SFD will send written notification to the school district after the final decision that the school district is not eligible. The school district may directly appeal the staff's determination of ineligibility to the director or designee. The school district may directly appeal the director's determination of ineligibility to the board.

A school district may appeal the denial of a request for monies or any other appealable Division action pursuant to title 41, chapter 6, article 10. For the purposes of this subsection, "appealable agency action" has the same meaning prescribed in section 41-1092.

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

The payment of costs are subject to audit verification by the SFD or its duly authorized representative.

If the Agreement is terminated by the District, the District is still responsible for correcting the deficiency and maintaining compliance with Minimum Adequacy Guidelines.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

It is understood that other school districts cannot use the District's design plans as their own as mandated by Code and Rules under the Arizona State Board of Technical Registration. Artistic representations shall not contain confidential or proprietary information, but shall include professional credit for the architect and engineers of the successful project.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

tier to the extent necessary to ensure compliance with the requirements.

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Revision to the 2024-2025 Governing Board Meeting Schedule

BACKGROUND:

Meetings of the Amphitheater Governing Board typically are held the second and fourth Tuesday of each month during the regular school year. Administration requests to change the date of the Regular Governing Board Meeting scheduled for **February 11th, 2025** to **February 4th, 2025**. The revised 2024-2025 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

RECOMMENDATION:

The Administration recommends that the revised 2024-2025 meeting schedule for the Amphitheater Governing Board be approved as presented.

INITIATED BY:

Jen Anderson

Jen Anderson
Executive Assistant to the Superintendent and Governing Board

Date: September 3, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Amphitheater Governing Board 2024-2025 Meeting Schedule

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

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

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

<u>2024-2025</u>	<u>TYPE OF MEETING</u>
Tuesday, July 9, 2024 Tuesday, July 23, 2024	Regular Public Meeting Special Public Meeting
Tuesday, August 13, 2024 Tuesday, August 27, 2024	Regular Public Meeting Special Public Meeting
Tuesday, September 10, 2024 Tuesday, September 24, 2024	Regular Public Meeting Special Public Meeting
Tuesday, October 1, 2024 Tuesday, October 22, 2024	Regular Public Meeting Special Public Meeting
Tuesday, November 12, 2024 *	Regular Public Meeting
Tuesday, December 10, 2024 *	Regular Public Meeting
Tuesday, January 14, 2025 Tuesday, January 28, 2025	Organizational Public Meeting Special Public Meeting
Tuesday, February 4, 2025 Tuesday, February 25, 2025	Regular Public Meeting Special Public Meeting
Tuesday, March 11, 2025 Tuesday, March 25, 2025	Regular Public Meeting Special Public Meeting
Tuesday, April 8, 2025 Tuesday, April 22, 2025	Regular Public Meeting Special Public Meeting
Tuesday, May 6, 2025 Tuesday, May 27, 2025	Regular Public Meeting Special Public Meeting
Tuesday, June 10, 2025 Tuesday, June 24, 2025	Regular Public Meeting Special Public Meeting

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

Pending Governing Board approval



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

DATE OF MEETING: September 10, 2024

TITLE: Approval of Qualified Amphitheater Teacher Performance Evaluation System (ATPES) Evaluators

BACKGROUND:

The following staff members have successfully completed evaluator training for the 2024-2025 school year.

Arffa, Glenda
Avila, Paul
Berry-Kelley, Monique
Bokneviz, Chris
Bulleigh, Tara
Call, Tassi
Cephers, Tyrone
Dominguez, Marco
Doyle, Samantha
Flagg, Jennifer
Frederiksen, Rowdy
Fyock, Andrea
Garwacki, David
Gotlieb, Hayley
Gutierrez, Chris
Guymon, Kate
Hayes, Stephanie

Hillig, Stephanie
Humphreys, David
Jacome, Elizabeth
Jarrett, Jessica
Jenkins, Orante
Letts, Jennifer
Lopez, Lindsay
Malis, Albert
Mapes, Darin
McConnell, Michael
McGraw, Kris
Munger, Matthew
Orelup, Annette
Papajohn, Bethany
Ramsey, Julie
Reynolds, Leighann
Rios, Emily

Ripp, Tim
Schroeder, Willow
Sheffield, Katherine
Shoopman, Susan
Spencer, Brent
Spillane, Mamie
Szczepaniak, Andrew
Tapling, Colby
Trimble, Chris
Valentin, Trechel
Valenzuela, Julie
Weaver, Jason
Wichers, Angela
Wolf, Rob

RECOMMENDATION:

It is the recommendation of the administration that the staff members listed above be approved as qualified evaluators for the 2024-2025 school year.

INITIATED BY:

Tassi Call
Associate Superintendent for Elementary Education K-5

Date: September 6, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **September 10, 2024**

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

BACKGROUND:

STAFF

Jeremy Tarbet requests permission to attend Specialty Equipment Market Association Conference on November 5-8, 2024 in Las Vegas, Nevada. Approximate cost of travel is \$2,567.89 and will be paid using CTE funds. Four school days will be missed, and a substitute is required.

Tiffany Bucciarelli-Fay requests permission to attend National Association for the Education of Young Children Conference on November 5-9, 2024 in Anaheim, California. Approximate cost of travel is \$3,048.88 and will be paid using Preschool funding. Four school days will be missed, and no substitutes are required.

Fabienna Godlewski requests permission to attend FLIBS Winter 2024 IB Professional Development Workshop on December 4-7, 2024 in St. Pete Beach, Florida. Approximate cost of travel is \$2,957.28 and will be paid using Maintenance & Operations and Student Activities funds. Three school days will be missed, and a substitute is required.

Todd Jaeger requests permission to attend Council of School Attorneys (COSA) School Law Seminar on April 2-6, 2025 in Atlanta, Georgia. Approximate cost of travel is \$3,588.00 and will be paid using Maintenance and Operations funds. Three school days will be missed, and no substitute is required.

STUDENTS

Nate Ayers, Sarah Lortie, Angela Wichers, Mason Perkins, Chris Mercilliot, and Jennifer Queiruga request permission to take 40 Amphi Middle School 8th grade students to Disney Imagination Campus on April 23-26, 2025 in Anaheim California. Approximate cost of travel is \$32,481.38 and will be paid using Student Activities, Auxiliary, and Schottenstein Trust funds. Three school days will be missed, and substitutes are required.

Chris Yetman and Lindi Arnold request permission to take 20 Canyon del Oro High School Academic Decathlon Team students to Rockwall Academic Decathlon Scrimmage on October 24-27, 2024, in Rockwall, Texas. Approximate cost of travel is \$14,100.00 and will be paid using Tax Credit and Student Activities funds. Two school days will be missed, and substitutes are required.

BUDGET CODE KEY		
260.25.211.2210.6582.282.0000	CTE	Improvement of Instruction, Employee Travel, CDO
955.00.900.3320.6360.109.0000	IGA-PC	Community Schools, Employee Training, Keeling
955.00.900.3320.6582.109.0000	IGA-PC	Community Schools, Employee Travel, Keeling
001.00.100.2210.6360.282.0000	M & O	Improvement of Instruction, Employee Training, CDO
001.00.100.2210.6582.282.0000	M & O	Improvement of Instruction, Employee Travel, CDO
850.00.100.1001.6105.282.0000	Student Activities	Classroom Instruction, Substitutes, CDO
001.00.100.2320.6360.501.0000	M & O	Executive Administration, Employee Training, Superintendent
001.00.100.2320.6582.501.0000	M & O	Executive Administration, Employee Travel, Superintendent
850.00.100.1001.6892.166.0000	Student Activities	Classroom Instruction, Student Expenses, AMS
525.00.100.1001.6892.166.0000	Auxiliary	Classroom Instruction, Student Expenses, AMS
533.00.100.1001.6892.166.0000	Schottenstein	Classroom Instruction, Student Expenses, AMS
850.00.410.2710.6519.166.0000	Student Activities	Student Transportation, Student Travel, AMS
525.00.410.2710.6519.166.0000	Auxiliary	Student Transportation, Student Travel, AMS
533.00.410.2710.6519.166.0000	Schottenstein	Student Transportation, Student Travel, AMS

850.00.100.2190.6892.166.0000	Student Activities	Student Support Services, Student Expenses, AMS
525.00.100.2190.6892.166.0000	Auxiliary	Student Support Services, Student Expenses, AMS
533.00.100.2190.6892.166.0000	Schottenstein	Student Support Services, Student Expenses, AMS
850.00.100.1001.6105.166.0000	Student Activities	Classroom Instruction, Substitutes, AMS
525.00.100.1001.6105.166.0000	Auxiliary	Classroom Instruction, Substitutes, AMS
533.00.100.1001.6105.166.0000	Schottenstein	Classroom Instruction, Substitutes, AMS
526.00.410.2710.6519.282.0000	Tax Credit	Student Transportation, Student Travel CDO
850.00.410.2710.6519.282.0000	Student Activities	Student Transportation, Student Travel CDO
526.00.610.2190.6892.282.0000	Tax Credit	Student Support Services, Student Expenses, CDO
850.00.610.2190.6892.282.0000	Student Activities	Student Support Services, Student Expenses, CDO
850.00.610.1001.6105.282.0000	Student Activities	Classroom Instruction, Substitutes, CDO

RECOMMENDATION:

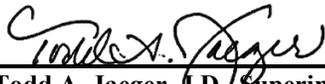
It is the recommendation of the administration that the above travel be approved.

INITIATED BY:



Matthew Munger
Associate Superintendent for Secondary Education

Date: September 9, 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): Jeremy Tarbet _____

SCHOOL: CDO
 Department (opt.): CTE
 DATE(S): 11/5/24-11/8/24

ACTIVITY/EVENT: SEMA Conference

LOCATION: Las Vegas Convention Center, 3150 Paradise Rd. Las Vegas, NV 89109

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>0</u>	_____
Transportation	<u>\$700.00</u>	Mode <u>Personal Car</u> <u>260.25.311.2210.6582.282</u>
Rental Car	_____	_____
Meals	<u>\$170.50</u>	<u>260.25.311.2210.6582.282</u>
Lodging	<u>\$1,137.36</u>	<u>260.25.311.2210.6582.282</u>
Substitutes	<u>\$560.00</u>	<u>260.25.311.2210.6582.282</u>
TOTAL	<u>\$2,567.89</u>	

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

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

Purpose of travel: **Purpose of travel is to attend and learn the automotive industry trends, designs, and products. The trip will include break out sessions on the current automotive field and include vendors that promote up and coming products.**

Outcomes and academic benefits to students and staff: **Industry updates, electric hybrid, trends in the automotive industry**

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

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

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

Submitted by:

Jeremy Tarbet 8/20/24
 Signature Date
Tim Bueh _____
 Principal/Supervisor Date
8/29/2024

**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): Tiffany Bucciarelli-Fay _____ SCHOOL: Keeling
 _____ Department (opt.): _____
 _____ DATE(S): 11/5/2024 – 11/9/2024

ACTIVITY/EVENT: National Association for the Education of Young Children (NAEYC) Conference

LOCATION: Anaheim, CA

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$570.00</u>		<u>955.00.900.3320.6360.109.0000</u>
Transportation	<u>\$500.00</u>	Mode _____	<u>955.00.900.3320.6582.109.0000</u>
Rental Car	_____		
Meals	<u>\$288.00</u>		<u>955.00.900.3320.6582.109.0000</u>
Lodging	<u>\$1690.88</u>		<u>955.00.900.3320.6582.109.0000</u>
Substitutes	_____		
TOTAL	<u>\$3048.88</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: Framework of recommendations on educator roles and responsibilities, aligned preparation and pathways, profession compensation, and supportive infrastructure with shared accountability.

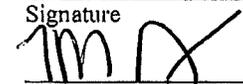
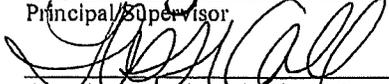
Outcomes and academic benefits to students and staff: Reflects new research that underscores the importance of social, cultural, and historical contexts of development and elevates the need for active engagement through play, exploration, and inquiry in ways that support the whole child.

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: _____

Signature	Date
	<u>9/3/24</u>
Principal/Supervisor	Date
	<u>8/28/24</u>
Associate Superintendent/Superintendent	Date

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

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

EMPLOYEE(S): Fabienna Godlewski _____

SCHOOL: CDO
 Department (opt.): Math Dept-IB
 DATE(S): Dec 4-7, 2024

ACTIVITY/EVENT: Flibs Winter 2024 IB Professional Development Workshop

LOCATION: Tradewinds Grand Island Resort, 5500 Gulf Blvd, St Pete Beach, FL 33706

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>\$1125.00</u>		<u>001-00-100-2210-6360-282-0000</u>
Transportation	<u>\$385.00</u>	Mode <u>airlines</u>	<u>001-00-100-2210-6582-282-0000</u>
Rental Car	<u>\$85.00 (shuttle)</u>		<u>001-00-100-2210-6582-282-0000</u>
Meals	<u>\$142.00</u>		<u>001-00-100-2210-6582-282-0000</u>
Lodging	<u>\$800.28</u>		<u>001-00-100-2210-6582-282-0000</u>
Substitutes	<u>\$420.00</u>		<u>850-00-100-1001-6105-282-0000</u>
TOTAL	<u>\$2957.28</u>		

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

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

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

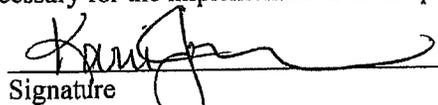
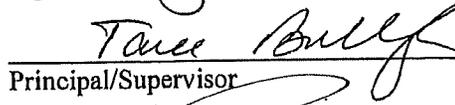
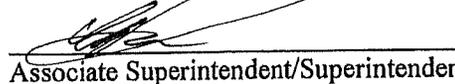
Purpose of travel: IB Training

Outcomes and academic benefits to students and staff: Developing expertise in delivering an IB Programme course

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

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

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

Submitted by:  8/29/24
 Signature Date
 8/29/24
 Principal/Supervisor Date
 9/9/24
 Associate Superintendent/Superintendent Date

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

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

EMPLOYEE(S): Todd Jaeger _____

SCHOOL: District Office
 Department (opt.): Superintendent's Office
 DATE(S): 4/2/25-4/6/25

ACTIVITY/EVENT: Council of School Attorneys (COSA) School Law Seminar

LOCATION: Atlanta, GA

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$700.00</u>		<u>001.00.100.2320.6360.501.0000</u>
Transportation	<u>\$1000.00</u>	Mode: <u>Air</u>	<u>001.00.100.2320.6582.501.0000</u>
Rental Car	<u>\$300.00</u>		<u>001.00.100.2320.6582.501.0000</u>
Meals	<u>\$288.00</u>		<u>001.00.100.2320.6582.501.0000</u>
Lodging	<u>\$1300.00</u>		<u>001.00.100.2320.6582.501.0000</u>
 TOTAL	 <u>\$3588.00</u>		

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

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

Purpose of travel: Attend the Council of School Attorneys National Convention

Outcomes and academic benefits to students and staff: Attending the COSA National Convention provides continuing education and updates on current law and litigation affecting public schools, discussing best practices, and networking.

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

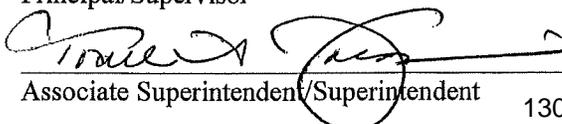
- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Academic Content | <input type="checkbox"/> Caring | <input type="checkbox"/> Citizenship |
| <input checked="" type="checkbox"/> Collaboration | <input checked="" type="checkbox"/> Communication | <input type="checkbox"/> Creative Thinking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

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

Submitted by:

Signature Date

Principal/Supervisor Date


 Associate Superintendent/Supervisor Date 9-9-24

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: AMS

ESTIMATED NUMBER OF STUDENTS: 40

NAME OF SCHOOL GROUP/CLUB/ENTITY: 8th Grade Science Club

STAFF ADVISOR(S)/CHAPERONES: Nate Ayers, Sarah Lortie, Angela Wichers, Mason Perkins, Chris Mercilliot, Jennifer Queiruga

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: 8th Grade Trip

DESTINATION OF TRAVEL: Disneyland Resort, Anaheim, California

DATES OF TRAVEL: April 23-26th, 2025

ACADEMIC BENEFITS TO STUDENTS: Students will take part in STEM activities hosted by Disney Imagination Campus which will include lessons on the Physics of Rides as well as the technology used to bring magic to the parks. Students will have the opportunity to use the Scientific Method to creatively brainstorm new Guest experiences and rides. Students will use Newton's 3 Laws of Motion and various methods of energy transfer to create their prototypes for Disney. These classes relate directly to AZ State Science Standards 8.P4U1.3 and 8.P4U2.5 and will add a hands on, practical application to content students have learned during the year.

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

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

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Mountain View Charter Bus

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

rev. 6.1.2022

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$16,380 – Disneyland Tickets</u>	<u>850/525/533.00.100.1001.6892.166.0000</u>
Transportation	<u>\$5582.50 – Mountain View Charter Bus</u>	<u>850/525/533.00.410.2710.6519.166.0000</u>
Meals	<u>\$5750</u>	<u>850/525/533.00.100.2190.6892.166.0000</u>
Lodging	<u>\$3825.28 – Super 8 Anaheim-Disneyland Drive</u>	<u>850/525/533.00.100.2190.6892.166.0000</u>
Substitutes	<u>\$2100</u>	<u>850/525/533.00.100.1001.6105.166.0000</u>
TOTAL	<u>\$32,481.38</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? Included in Student Tuition

COST TO EACH STUDENT \$ \$822

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Scholarships will be available from club funds

FUNDING SOURCE(S): Club funds, Fundraisers, Schottenstein Trust

FUNDRAISING ACTIVITIES PLANNED (If applicable):

Concessions Stand @ Athletics and Dances, Candy Cane Sales, Restaurant Fundraisers

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

SUBMITTED BY: [Signature] 8/26/24
 Signature Date

APPROVED BY: [Signature] 8/26/24
 Principal/Supervisor Date

[Signature] 8/29/24
 Associate Superintendent/Supervisor 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: 20

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

STAFF ADVISOR(S)/CHAPERONES: Chris Yetman, Lindi Arnold

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Rockwall Academic Decathlon Scrimmage

DESTINATION OF TRAVEL: Rockwall High School, 901 W. Yellow Jacket Ln, Rockwall, TX 75087

DATES OF TRAVEL: October 24 – 27, 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, Hosting school school bus

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>0.00</u>	_____ _____
	<u>\$9000.00</u>	<u>526-00-410-2710-6519-282-0000</u>
Transportation	<u>\$9000.00</u>	<u>850-00-410-2710-6519-282-0000</u>
	<u>\$500.00</u>	<u>526-00-610-2190-6892-282-0000</u>
Meals	<u>\$500.00</u>	<u>850-00-610-2190-6892-282-0000</u>
	<u>\$4000.00</u>	<u>526-00-610-2190-6892-282-0000</u>
Lodging	<u>\$4000.00</u>	<u>850-00-610-2190-6892-282-0000</u>
Substitutes	<u>\$600.00</u>	<u>850-00-610-1001-6105-282-0000</u>
TOTAL	<u>\$14100.00</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):

Chocolate Sales, Dine-Out Nights

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

SUBMITTED BY:  8/14/24
Signature Date

APPROVED BY:  8/29/24
Principal/Supervisor Date

 9/4/24
Associate Superintendent/Supervisor Date



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

DATE OF MEETING: September 10, 2024

TITLE: Resolution Declaring September 26, 2024 as “Legendary Teacher Day”

BACKGROUND:

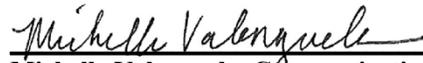
In 2014, Tucson Mayor Jonathan Rothschild signed a Mayoral Proclamation for the very first “Legendary Teacher Day”. Other municipalities and school districts have followed this lead and Legendary Teacher Day is recognized across eight states each year on the fourth Thursday in September.

This year, Legendary Teacher Day will be observed on Thursday, September 26, 2024. The accompanying Resolution serves to set that day apart here in our District.

RECOMMENDATION:

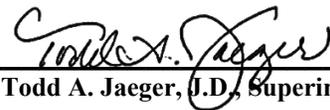
This is presented for the Board’s information and recognition.

INITIATED BY:



Michelle Valenzuela, Communications Director

Date: September 3, 2024



Todd A. Jaeger, J.D., Superintendent

**A RESOLUTION OF THE GOVERNING BOARD OF
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA,
RECOGNIZING LEGENDARY TEACHERS**

WHEREAS, we have all had special teachers that have made a significant difference in our lives – teachers we call “legendary;” and

WHEREAS, those teachers possessed and consistently demonstrated a specialized set of skills and talents and a commitment to children that allowed them to transform their deep content knowledge into life-changing student learning; and

WHEREAS, the importance of those teachers in the lives of children and in the stability of communities is widely recognized; and

WHEREAS, those teachers have historically made classrooms safe and fun by creating a caring family culture; and

WHEREAS, those teachers expected you to exceed your own expectations and helped you believe that you had potential beyond what you could see; and

WHEREAS, we often do not fully understand and recognize the profound influence teachers have on our future until later in life; and

WHEREAS, it is important to take time to fully recognize the special teachers in our lives and their dedication to generations of individuals and our community as a whole;

NOW, THEREFORE, BE IT RESOLVED by the Amphitheater Unified School District No. 10 Governing Board that the District hereby set apart Thursday, September 26, 2024, as “Legendary Teacher Day” in the District.

PASSED AND ADOPTED by the Governing Board this 10th day of September 2024.

Governing Board Members:

Scott Baker, Ph.D.
President

Susan Zibrat
Vice President

Deanna M. Day, M.Ed.

Vicki Cox Golder

Matthew A. Kopec