

Final Posting: Monday, September 23, 2024 at 4:00pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, September 24, 2024

5:30 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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

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

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

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

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

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

1. **CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER**
Dr. Scott Baker, President
2. **PLEDGE OF ALLEGIANCE**
3. **ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**
Tuesday, October 1, 2024 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705
in the Leadership & Professional Development Center, SE Entrance and Parking
4. **PUBLIC COMMENT**¹ (30 Minutes Maximum)
5. **CONSENT AGENDA**³

A. Approval of Appointment of Non-Administrative Personnel	3
B. Approval of Personnel Changes	7
C. Approval of Leave(s) of Absence	13
D. Approval of Separation(s) and Termination(s)	15
E. Approval of Stipend for Coaching Volunteers	18
F. Approval of Minutes of Previous Meeting(s)	20
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,563,110.11	28
H. Acceptance of Gifts	29
I. Approval of Parent Support Organization(s) - 2024-2025	31
J. Approval of Supplemental Texts and Materials	38
K. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	40
L. Approval of Construction Change Order for Amphi High School 800 Wing CTE Renovation 2324012	68
M. Approval of Out of State Travel	69
6. **STUDY**⁴

A. Public Meeting Pursuant to A.R.S. 15-481(Y) to Provide Update on Programs Financed through the 10% Maintenance and Operations Override and the 3.5% K-3 Special Programs Override	76
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7. **PUBLIC COMMENT**¹ (30 Minutes Maximum)
8. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
9. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at www.amphi.com, and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible. If you need special accommodations, please call the Superintendent's office: (520) 696-5205.

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

DATE OF MEETING: September 24, 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 23, 2024.

RECOMMENDATION:

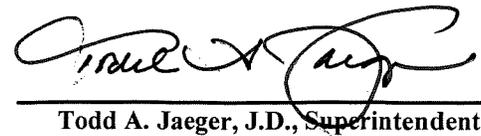
It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: September 23, 2024



Todd A. Jaeger, J.D., Superintendent

9/24/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Ruiz	Jamie	Teacher - Special Education Reso	CT-RET	Ironwood Ridge High			Correction		\$62,779.83
Brambila	Jesus	Custodian II	CL	CDO High School	5	0 years	Replacement	Ms. Bulleigh	
Branscum	Gabriel	Custodian I	CL	Ironwood Ridge High	2	3 years	Replacement	Dr. Jenkins	
Brown	Sarah	Student Services Coordinator Assi	CL	Wetmore Center	2	2 years	Replacement	Ms. McGraw	
Carter	Sherron	Custodian II	CL	Amphi High School	5	5+ years	Replacement	Mr. Malis	
Castillo	Javier	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Daigle	Aidan	Campus Monitor	CL	Keeling Elementary	1	4 years	Replacement	Ms. Orelup	
Dalheim	Chritsopher	Computer Systems Operator	CL	Amphi High School	3	0 years	Replacement	Mr. Malis	
De la Cruz	Myrna	Custodian I	CL	CDO High School	2	5+ years	Replacement	Ms. Bulleigh	
Diaz	Maria	Classroom Aide/Caregiver	CL	Amphi High School	2	0 years	Replacement	Mr. Malis	
Garcia	Ma	Food Service Attendant	CL	Wilson K-8 School	1	5+ years	Replacement	Mr. Greeson	
Granados	Jennifer	Special Education Teaching Assis	CL	Rio Vista Elementary	3	3 years	Replacement	Ms. Spillane	
Harder	Paul	Special Education Teaching Assis	CL	Wilson K-8 School	3	0 years	Replacement	Mr. Trimble	
Hermalik	Janet	Special Education Teaching Assis	CL	Donaldson Elementary	3	5 years	Replacement	Mr. Szczepaniak	
Holston	Autumn	Classroom Aide/Caregiver	CL	CDO High School	2	0 years	New	Ms. Bulleigh	4
Hunt	Samantha	Classroom Aide/Caregiver	CL	Rillito Center	2	0 years	Replacement	Mr. Wolf	
Johnson	Daniel	Bus Driver	CL	Transportation	13	0 years	Replacement	Ms. Frye-George	
Martinez	Angelica	Custodian I	CL	Painted Sky Elementary	2	5 years	Replacement	Ms. Papajohn	
Mason	Kristin	Special Events Worker	CL	Ironwood Ridge High			Rehire		\$14.35 per hour
Mathieu	Zizette	Bilingual Clerk	CL	Rio Vista Elementary	2	5+ years	Replacement	Ms. Spillane	
Quihuis Fleming	Melinda	Food Service Attendant	CL	Painted Sky Elementary	1	0 years	Replacement	Mr. Greeson	
Quintanilla	Samuel	Custodian I	CL	Amphi Middle School	2	2 years	Replacement	Ms. Wichers	
Silva	Jose	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	

*	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
Tafolla	Priscila	Speech/Language Pathology Assis	CL	Wetmore Center			Rescind		
Tran	Dylan	Special Education Teaching Assisi	CL	Mesa Verde Elementary	3	0 years	Replacement	Mr. Ripp	
Tyczynski	Kristine	Special Education Teaching Assisi	CL	Rillito Center	3	5 years	Replacement	Mr. Wolf	
Wade	Jeffrey	Special Education Teaching Assisi	CL	Donaldson Elementary	3	0 years	Replacement	Mr. Szczepaniak	
Benhamouda	Amel	Student Worker	ASW	Nash Elementary			New	Dr. Frick	\$14.35 per hour
Douglas	Dean	Special Events Worker	ADDM	CDO High School			Rehire		\$14.35 per hour
Soto	Rosemary	Special Events Worker	ADDM	CDO High School			Rehire		\$14.35 per hour

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*	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

09/24/2024
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Gast	Sharon		CT		08/29/2024	
Hampton	Emily		CT		09/04/2024	
Rayl	Karin		CT		09/09/2024	
Salome	Rebecca		CT		09/03/2024	
Splain	William		CT		08/29/2024	
Stewart	Jennifer		CT		08/28/2024	
Wakefield	David		CT		08/29/2024	
Yaffa	Chelsey		CT		08/29/2024	
Clary	Linda		CL		09/03/2024	
Franklin	Jennifer		CL		08/29/2024	
Hernandez	Mary		CL		09/04/2024	
Immerman	Kim		CL		09/10/2024	
Kenney	Pamela		CL		08/29/2024	
Lawrence	Hailey		CL		09/05/2024	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: September 24, 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 23, 2024.

The Fair Labor Standards Act (FLSA) is the federal law that establishes the nation's minimum wage and overtime pay. Certain white-collar workers and/or positions are exempt from the overtime pay (work in excess of 40 hours per week) due to the nature of their duties and salary level. FLSA sets the criteria for determining what qualifies a position as being exempt.

Due to recent changes in the FLSA, the Computer Network Systems Coordinator II position no longer meets the exemption requirement. Consequently, this position will need to be reclassified as non-exempt and be subject to overtime. This means that employees in this position will now need to document their time worked via the District's timekeeping function. In addition, the position will be paid on the Classified/Support Staff Placement Schedule at Level 12 – closest level on the schedule without going under the position's minimum hourly rate of pay.

We currently have three incumbents in the position who will need to be reclassified from salary to an hourly wage. To ensure no loss in pay, their hourly rate of pay will be calculated by dividing their current annual salary by the position's total number of contract days and hours per day. Furthermore, their individual employment contracts will remain valid as their total compensation and fringe benefits will not change for the duration of their contract.

The District is currently conducting a compensation study for this position and anticipates bringing forth a recommendation to revise the placement level on the Classified/Support Staff Salary Placement Schedule at a future Governing Board meeting.

RECOMMENDATION:

It is the recommendation of the Administration that the personnel changes be approved as presented as well as the reclassification of the Computer Network Systems Coordinator II position from exempt to non-exempt as per the FLSA.

INITIATED BY:

John Hastings, Director of Human Resources

Date: September 23, 2024

Todd A. Jaeger, J.D., Superintendent

9/24/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Berrigan	Morgan	Teacher - Biology	CT	Amphi High School	Added Duty			\$9,817.40
Brightman	Damon	Teacher - Academic Intervention	CT	Amphi Middle School	Increase FTE			+0.0333 FTE
Culver	Jacob	Teacher - Academic Intervention	CT	La Cima Middle School	Added Duty			\$8,352.84
Johnson	Neely	Teacher - Academic Intervention	CT	La Cima Middle School	Additional Position			\$8,315.44
Martinez	Amy	Teacher - Academic Intervention	CT	La Cima Middle School	Added Duty			\$11,339.25
Michaels	Christina	Teacher - Academic Intervention	CT	La Cima Middle School	Added Duty			\$9,901.61
Novinski	Garrett	Teacher - Adaptive P.E.	CT	Wilson K-8 School	Decrease FTE			<0.2 FTE>
Woodard	Nicholas	Teacher - Academic Intervention	CT	La Cima Middle School	Added Duty			\$9,285.90
Valenzuela	Margarita	Food Service Attendant - Lead	CL-RE	Amphi Middle School	Transfer			
Wilson	Erin	Imagine Preschool Director	CL-PR	Wilson K-8 School	Salary Adjustment	IPSD-MA	+\$10,319.73	
Bejarano	Raul	Computer Network Systems Coordin	CL	Wetmore Center	Reclassification	12		\$32.24 per hour
Contreras	Fernando	Computer Network Systems Coordin	CL	Wetmore Center	Reclassification	12		\$25.56 per hour
Cuestas	Daniel	Computer Network Systems Coordin	CL	Wetmore Center	Reclassification	12		\$23.86 per hour
Figueroa Rivera	Eunice	Classroom Aide/Caregiver	CL	Nash Elementary	Transfer			
Fisher	Angela	Bus Driver Trainee	CL	Transportation	Reassignment	1	0 years	
Hernandez	Theresa	Transportation Attendant	CL	Transportation	Reassignment	1	N/A	
Salas	Rickey	School Administrative Assistant	CL	Prince Elementary	Promotion	6	+\$1.50	
Altemara-Arnold	Sara	ADDN - Curriculum Development	ADCT	CDO High School	Addendum			\$25.00 per hour
Avila	Paul	ADDN - Student Council MS	ADCT	Amphi Middle School	Addendum			\$1,457.50
Banales	Natasha	ADDN - Academic Assistant EL	ADCT	Wilson K-8 School	Addendum			\$800.00
Barrett	Pamela	ADDN - Academic Assistant EL	ADCT	Innovation Academy	Addendum			\$800.00
Bernal	Yemen	DH - Psychology	ADCT	Wetmore Center	Addendum			\$3,616.75

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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
Boyer	Lisa	ADDN - Vex Robotics	ADCT	Wilson K-8 School	Addendum		\$1,295.55	
Boyer	Lisa	ADDN - Odyssey of the Mind	ADCT	Wilson K-8 School	Addendum		\$1,600.00	
Byrnes	Melani	DH - Special Education	ADCT	Wetmore Center	Addendum		\$3,616.75	
Callies	Heather	ADDN - Dyslexia Training Designee	ADCT	Nash Elementary	Addendum		\$3,350.00	
Callies	Heather	ADDN - Administrative Designee (Ad	ADCT	Nash Elementary	Addendum		\$2,159.26	
Campbell	Jennifer	ADDN - Dyslexia Training Designee	ADCT	Prince Elementary	Addendum		\$3,350.00	
Carroll	Emily	ADDN - Essential Recruit Stipend	ADCT	Ironwood Ridge High	Addendum		\$5,000.00	
Colaianne	Nina	ADDN - Odyssey of the Mind	ADCT	Painted Sky Elementary	Addendum		\$1,600.00	
Colaianne	Nina	ADDN - Administrative Designee (Ad	ADCT	Painted Sky Elementary	Addendum		\$2,159.26	
Cordell	Colin	ADDN - Technology Coach EL	ADCT	Innovation Academy	Addendum		\$1,673.42	
Cordell	Mandi	ADDN - Administrative Designee (Ad	ADCT	Innovation Academy	Addendum		\$2,159.26	
Craig	Morgan	ADDN - Extra Curric. Activ. Director	ADCT	Coronado K-8 School	Addendum		\$2,159.26	
Cross	Karen	ADDN - Odyssey of the Mind	ADCT	Harelson Elementary	Addendum		\$1,600.00	
Edmiston	Karen	ADDN - Odyssey of the Mind	ADCT	Mesa Verde Elementary	Addendum		\$1,600.00	
Escalante	Ana	DH - Student Services MS	ADCT	Cross Middle School	Addendum		\$1,295.55	
Frederiksen	Megan	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$800.00	
Gee	Raymond	ADDN - National Honor Society MS	ADCT	La Cima Middle School	Addendum		\$809.72	
Gingrich	Elizabeth	ADDN - Academic Assistant EL	ADCT	Innovation Academy	Addendum		\$800.00	9
Gonzalez	Gabriela	ADDN - Odyssey of the Mind	ADCT	Prince Elementary	Addendum		\$1,600.00	
Gonzalez	Gabriela	ADDN - AVID Site Team Coordinator	ADCT	Prince Elementary	Addendum		\$1,619.44	
Gritis	Abigail	Coach - Cross Country Head MS	ADCT	Cross Middle School	Addendum		\$1,835.37	
Gutierrez	Rebecca	DH - Special Education	ADCT	Wetmore Center	Addendum		\$3,616.75	
Haight	Susan	ADDN - SpEd Facilitator EL	ADCT	Innovation Academy	Addendum		\$809.72	
Hatfield	Lori	ADDN - Technology Coach EL	ADCT	Painted Sky Elementary	Addendum		\$1,673.42	

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GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Holehan	Megan	ADDN - Musical Assistant Director H:	ADCT	CDO High School	Addendum		\$1,831.05	
Holt	Kris	ADDN - Academic Assistant EL	ADCT	Prince Elementary	Addendum		\$800.00	
Holt	Kris	ADDN - Academic Assistant EL	ADCT	Prince Elementary	Addendum		\$800.00	
Holt	Kris	ADDN - Administrative Designee (Ad	ADCT	Prince Elementary	Addendum		\$2,159.26	
Holt	Kris	ADDN - Academic Assistant EL	ADCT	Prince Elementary	Addendum		\$800.00	
Holt	Nicolas	ADDN - Musical Assistant Director H:	ADCT	CDO High School	Addendum		\$1,831.05	
Holt	Nicolas	ADDN - Drama HS	ADCT	CDO High School	Addendum		\$2,429.16	
Hooton	Rose	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Horetski	Christine	ADDN - Student Council EL	ADCT	Holaway Elementary	Addendum		\$1,025.65	
Inglett	Lindsay	ADDN - Dyslexia Training Designee	ADCT	Mesa Verde Elementary	Addendum		\$3,350.00	
Inglett	Lindsay	ADDN - AVID Site Team Coordinator	ADCT	Mesa Verde Elementary	Addendum		\$1,619.44	
Inglett	Lindsay	ADDN - Administrative Designee (Ad	ADCT	Mesa Verde Elementary	Addendum		\$2,159.26	
Irwin	Teresa	ADDN - Extra Hours	ADCT	Cross Middle School	Added Duty		\$25.15 per hour	
Kahn	Zachary	Coach - Football Assistant MS	ADCT	Cross Middle School	Addendum		\$1,511.48	
Killom	Natalie	ADDN - Vocal Music HS	ADCT	CDO High School	Addendum		\$2,105.27	
Kipley	Kayla	ADDN - Dyslexia Training Designee	ADCT	Amphi High School	Addendum		\$3,350.00	
Larussa	Lori	ADDN - Dyslexia Training Designee	ADCT	Innovation Academy	Addendum		\$3,350.00	
Lee	Auvie	Coach - Tennis MS	ADCT	Cross Middle School	Addendum		\$1,835.37	10
Lopez	Lindsay	ADDN - Extra Curric. Activ. Director	ADCT	Cross Middle School	Addendum		\$2,159.26	
Lopez	Lindsay	ADDN - Extra Curric. Activ. Director	ADCT	Cross Middle School	Addendum		\$2,159.26	
Lopez	Lindsay	ADDN - Extra Curric. Activ. Director	ADCT	Cross Middle School	Addendum		\$2,159.26	
Lopez	Lindsay	ADDN - Extra Curric. Activ. Director	ADCT	Cross Middle School	Addendum		\$2,159.26	
Lossou-Lossavi	Shari-Ann	ADDN - AVID Site Team Coordinator	ADCT	Nash Elementary	Addendum		\$1,619.44	
McConnell	Marisa	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$800.00	

*	2023-2024 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
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GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Metcalf	Benjamin	ADDN - National Honor Society	ADCT	Ironwood Ridge High	Addendum		\$1,500.00	
Natale	Sarah	ADDN - Academic Assistant EL	ADCT	Painted Sky Elementary	Addendum		\$800.00	
Northam	Susan	ADDN - Odyssey of the Mind	ADCT	Keeling Elementary	Rescind			
Perez	Katrina	ADDN - Academic Assistant EL	ADCT	Mesa Verde Elementary	Addendum		\$800.00	
Plank-Bowman	Dorothy	ADDN - Academic Assistant EL	ADCT	Rio Vista Elementary	Addendum		\$800.00	
Polcyn	Dawn	DH - Psychology	ADCT	Wetmore Center	Addendum		\$3,616.75	
Rawn	Melissa	ADDN - Academic Assistant EL	ADCT	Painted Sky Elementary	Addendum		\$800.00	
Rawn	Melissa	ADDN - Academic Assistant EL	ADCT	Painted Sky Elementary	Addendum		\$800.00	
Richardson	Jonelle	ADDN - Student Council EL	ADCT	Wilson K-8 School	Addendum		\$1,025.65	
Roark	Landi	ADDN - Student Council EL	ADCT	Innovation Academy	Addendum		\$1,025.65	
Robles	Nickolas	ADDN - Student Council EL	ADCT	Prince Elementary	Addendum		\$1,025.65	
Roth	Rachel	Coach - Soccer Assistant MS	ADCT	Coronado K-8 School	Addendum		\$1,511.48	
Schwingbek	Michael	ADDN - Technology Coach HS	ADCT	Amphi High School	Addendum		\$1,673.42	
Smith	Kimberly	ADDN - Academic Assistant EL	ADCT	Holaway Elementary	Addendum		\$800.00	
Smith	Shawn	ADDN - AVID Site Team Coordinator	ADCT	Amphi High School	Addendum		\$1,619.44	
Sova	Ashley	ADDN - Musical Assistant Director H:	ADCT	CDO High School	Addendum		\$1,831.05	
Sullivan	Jenna	ADDN - Technology Coach EL	ADCT	Prince Elementary	Addendum		\$1,673.42	
Tagawa	Toru	ADDN - Orchestra HS	ADCT	CDO High School	Addendum		\$2,105.27	
Taylor	Sean	ADDN - Student Council EL	ADCT	Rio Vista Elementary	Addendum		\$1,025.65	
Varma	Donna	ADDN - Technology Coach EL	ADCT	Rio Vista Elementary	Addendum		\$1,673.42	
Veltre	Cassie	ADDN - SpEd Facilitator EL	ADCT	Prince Elementary	Addendum		\$809.72	
Walker	Melissa	ADDN - Academic Assistant EL	ADCT	Rio Vista Elementary	Addendum		\$800.00	
Wilson	Sara	Coach - Softball Assistant MS	ADCT	Cross Middle School	Addendum		\$1,511.48	
Wolf	Amber	ADDN - Administrative Designee (Adi	ADCT	Rio Vista Elementary	Addendum		\$2,159.26	

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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
Wood	Brooke	ADDN - Student Council EL	ADCT	Painted Sky Elementary	Addendum		\$1,025.65	
Wright	Angelica	ADDN - Certified Tutor	ADCT	Nash Elementary	Addendum		\$30.00 per hour	
Wyckoff	Ashley	ADDN - Academic Assistant EL	ADCT	Wilson K-8 School	Addendum		\$800.00	
Abdulla	Sarok	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Berkej	Thomas	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$17.07 per hour	
Calderon	Jesus	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$20.57 per hour	
Castiglia	Anthony	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Pacheco	Alma	Special Events Worker	ADCL	CDO High School	Addendum		\$14.35 per hour	
Pacheco	Felipe	Special Events Worker	ADCL	CDO High School	Addendum		\$14.35 per hour	
Pacheco	Felipe	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$19.41 per hour	
Sennett	Daniel	ADDN - Odyssey of the Mind	ADCL	Rio Vista Elementary	Addendum		\$1,600.00	

*	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 24, 2024

TITLE: Approval of Leave(s) of Absence

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of September 16, 2024.

RECOMMENDATION:

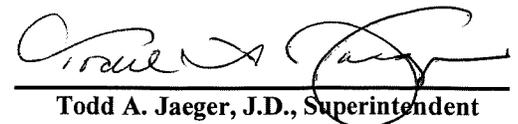
It is the recommendation of the Administration that the leave request(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: September 16, 2024



Todd A. Jaeger, J.D., Superintendent

9/24/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Novinski	Garrett	Teacher - P. E.	CT	Wilson K-8 School	09/03/2024	Start
Allen	Herbert	Maintenance Technician II	CL	Wetmore Center	09/09/2024	Extension
Loiacono	Scott	Custodian II	CL	Ironwood Ridge High	09/06/2024	End
Loiacono	Scott	Custodian II	CL	Ironwood Ridge High	09/02/2024	Extension
Luna	Rosalie	Crossing Guard	CL	Wilson K-8 School	08/13/2024	Start
Nelson	Kerry Anne	Special Education Teaching Assist	CL	Copper Creek Elementary	09/06/2024	End

* 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 24, 2024

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

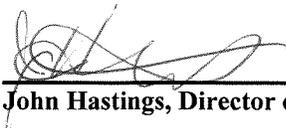
BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of September 16, 2024.

RECOMMENDATION:

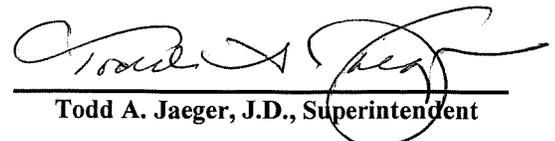
It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: September 16, 2024



Todd A. Jaeger, J.D., Superintendent

9/24/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Phelps	Susan	Psychologist	CT-PR	Wilson K-8 School	08/30/2024	Resignation	
Johnson	Brooke	Teacher - Special Education	CT	Donaldson Elementary	11/26/2024	Resignation	
Young	Shelby	Teacher - Grade 4	CT	Holaway Elementary	09/13/2024	Breach of Contract	
Palumbo	Ann	Food Service Attendant	CL-RET	Walker Elementary	09/09/2024	Resignation	
Warrick	Reniza	School Nurse	CL-PR	Amphi High School	09/05/2024	Resignation	
Encinas	Benjamin	Bus Driver Trainee	CL	Transportation	08/28/2024	Resignation	
Everson	Jodi	School Administrative Assist	CL	Prince Elementary	09/03/2024	Resignation	
Macmeans	Maria	Attendance Clerk	CL	Keeling Elementary	09/20/2024	Resignation	
Macmeans	Maria	Clerk	CL	Keeling Elementary	09/20/2024	Resignation	
Olivo	Araceli	Classroom Aide/Caregiver	CL	Nash Elementary	08/27/2024	Dismissal	
Pereyda	Mario	Groundskeeper I	CL	Facilities Support	09/12/2024	Resignation	
Reis	Cary	Classroom Aide/Caregiver	CL	Nash Elementary	08/16/2024	Resignation	
Slack	Rosie	Custodian II	CL	Painted Sky Elementary	12/31/2024	Retirement	
Sriram	Aditya	Bus Driver	CL	Transportation	08/29/2024	Resignation	
Tucker	Rebekah	Student Worker	ASW	Donaldson Elementary	08/30/2024	Resignation	

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

**09/24/2024 GOVERNING BOARD MEETING
SEPARATIONS**

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Lynn	Deborah		CL		09/03/2024	



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

DATE OF MEETING: September 24, 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 16, 2024.

RECOMMENDATION:

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

INITIATED BY:

John Hastings, Director of Human Resources

Date: September 16, 2024

Todd A. Jaeger, J.D., Superintendent

9/24/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Aguilar	Anastasia	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$1,001.95
Bugarin	Melissa	Coach - Swimming Head HS	Amphi High School	Stipend	\$3,238.88
Chavez Franco	Martin	Coach - Cross Country Assistant I	Cross Middle School	Stipend	\$1,511.48
Comer	Cody	Coach - Wrestling Head HS	CDO High School	Stipend	\$3,238.88
Downs	Bradley	Coach - Football Assistant HS	Amphi High School	Stipend	\$2,699.07
Guerena	Tanya	Coach - Volleyball Assistant HS	Amphi High School	Stipend	\$2,591.11
Jones	Debra	Coach - Cross Country Assistant I	Wilson K-8 School	Stipend	\$1,511.48
Kalberer	Emily	ADDN - Percussion HS	Ironwood Ridge High	Stipend	\$1,349.53
Lopez	Luis	Coach - Football Head MS	Cross Middle School	Stipend	\$1,835.37
Matthews	Jonathan	Coach - Football Assistant MS	Cross Middle School	Stipend	\$1,511.48
Palmer	Marcus	Coach - Football Assistant MS	Cross Middle School	Stipend	\$1,511.48
Payne	John	Coach - Spiritleading Assistant Fe	Amphi High School	Stipend	\$2,429.16
Pro	Christopher	Coach - Swimming Head HS	Amphi High School	Stipend	\$3,238.88
Renteria	Claudia	Coach - Softball Head MS	Cross Middle School	Stipend	\$1,835.37
Sholes	David	Coach - Wrestling Head HS	CDO High School	Stipend	\$3,238.88
Yewell	James	Coach - Swimming Head HS	CDO High School	Stipend	\$3,238.88

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* 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.

September 10, 2024

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: September 23, 2024

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

**Minutes of the Regular Governing Board Meeting
Amphitheater Public Schools
Tuesday, September 10, 2024**

A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, September 10, 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

Ms. Susan Zibrat, Vice President
Ms. Vicki Cox Golder, Member-*telephonically*
Ms. Deanna M. Day, M. Ed., Member
Mr. Matthew A. Kopec, Member

Governing Board Member Absent

Dr. Scott K. Baker, President

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

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

2. PLEDGE OF ALLEGIANCE

Superintendent Jaeger asked Prince Elementary School Principal Samantha Doyle to come forward to introduce her students. Ms. Doyle stated that the students leading the pledge this evening were student council elected officers and classroom representatives. She praised their hard work and leadership and commented that they are looking forward to what the students will accomplish this school year. Ms. Doyle introduced their student council facilitator, Mr. Nick Robles, as well as students Brianna, Dulce, Violet, Alexis, Jordan, Za'Nyla, Athena, Valentina, and Jesus.

The students led the Pledge of Allegiance.

Mr. Kopec thanked the students for attending and distributed certificates of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Doyle, Mr. Robles, and the students to mark the occasion.

3. RECOGNITION OF STUDENT ART

Ms. Doyle introduced the Prince Elementary Art Teacher, Ms. Jenna Sullivan. Ms. Sullivan shared that this was her first-year teaching art, and it was a true honor to be sharing with the Governing Board. She stated that her classes will be focusing on a different artist each unit and the art displayed in the board room was inspired by the works of Piet Mondrian. Ms. Sullivan explained how each grade level utilized art concepts such as tracing, weaving, use of geometric shapes, linear perspective, and abstract renditions to create their art works. Ms. Sullivan thanked the district for

their support of the arts.

Mr. Kopec presented Ms. Sullivan with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Doyle, and Ms. Sullivan.

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

Vice President Zibrat announced that the next Special Governing Board meeting will be held on 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.

5. **RECOGNITIONS**

A. Presentation of Distinguished Service Awards

Vice President Zibrat asked Superintendent Jaeger to present the awards.

Superintendent Jaeger stated that each month during the school year, a certificated and support staff member are recognized with a Distinguished Service Award. He asked Facilities Manager, Mr. Tom Gill to come forward to introduce the classified staff recipient.

Mr. Gill introduced Lead HVAC Technician, Jesus Medina, who has been in the district 16 years. He spoke about his reliability and expertise. A video presentation was shown honoring Mr. Medina for the work he has done in the District.

Vice President Zibrat asked Mr. Medina if he would like to recognize anyone. He thanked everyone for the recognition and introduced his wife and daughter. Mr. Medina shared that this award meant a lot to him. Vice President Zibrat presented him with a certificate of recognition, a Distinguished Service Award, and a gift card donated by the Amphi Foundation.

Superintendent Jaeger asked La Cima Middle School Principal, David Humphreys, to come forward to present the certificated recipient. Mr. Humphreys introduced Social Studies teacher, Jeff Panneck. Mr. Humphreys spoke about Mr. Panneck's dedication, teaching excellence, and strong relationships with the entire La Cima community. A video presentation was shown honoring Mr. Panneck for the work he has done in the District.

Vice President Zibrat asked Mr. Panneck if he would like to speak. He stated his wife, father, brother, sister-in-law, and pastor were in the audience along with several friends and colleagues. Mr. Panneck thanked the La Cima administration and staff for the recognition. Vice President Zibrat presented him with a certificate of recognition, a Distinguished Service Award, and a gift card donated by the Amphi Foundation.

A picture was taken of the Governing Board, Superintendent Jaeger, Mr. Medina, Mr. Panneck, Mr. Gill, and Mr. Humphreys to mark the occasion.

B. Recognition of the 2024 National School Public Relations Communications Award Winner

Superintendent Jaeger asked Communications Director, Michelle Valenzuela to present the next recognition. She explained that the National School Public Relations Association has an awards program every year where work is recognized in many different categories. Ms. Valenzuela shared that Web and Digital Media Specialist, Sam Henson, won an Award of Excellence for a photograph he took at Amphi High School Graduation and also received an Honorable Mention for his video, "This is CTE". She spoke about Mr. Henson's dedication to capturing special moments of students at the graduation ceremonies in particular. Ms. Valenzuela displayed Mr.

Henson's award-winning photograph.

Ms. Day presented Mr. Henson with a certificate of recognition. He expressed his gratitude and encouraged staff to continue to invite him to their schools to capture moments. A picture was taken with the Governing Board, Superintendent Jaeger, Mr. Henson and Ms. Valenzuela.

C. Recognition of the 2024 Arizona Air Force Association's STEM Teacher of the Year

Superintendent Jaeger asked Innovation Academy Principal, Michael McConnell to come forward. Mr. McConnell introduced First Grader Teacher, Holly Talbert. He spoke about Ms. Talbert's ability to infuse science and engineering into reading and other subject matter. Mr. McConnell went on to share how Ms. Talbert began at Innovation Academy as a substitute teacher and her ability to foster positive relationships with students and families.

Ms. Day presented Ms. Talbert with a certificate of recognition. Ms. Talbert thanked the Governing Board for the recognition and her husband and children for their support. A picture was taken with the Governing Board, Superintendent Jaeger, Mr. McConnell, and Ms. Talbert to mark the occasion.

6. CONSENT AGENDA

Vice President Zibrat asked fellow Board members if they had an objection to her moving the Approval of the Consent Agenda up in the meeting. There were no objections.

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](#)

Vice President Zibrat asked if any items needed to be removed for further discussion or comment. Ms. Day requested Item H. Acceptance of Gifts be removed for separate consideration.

Mr. Kopec moved for Consent Agenda Items 8. A.-G. and I.- M. be approved as presented. Ms. Day seconded the motion. Voice vote in favor – 4. Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Items 8. A.-G. and I.- M. passed.

Superintendent Jaeger thanked Ms. Day for pulling Item H. for separate consideration, and asked Mr. LaNasa and Lisa Bayless to come forward. Mr. LaNasa explained that three months ago Ms. Bayless inquired about paying off student lunch debt. He said some campuses receive federal funding for free breakfast and lunch for all students, but ten campuses do not qualify for that funding. Additionally, there are programs to receive free or reduced meals, which require families to apply, and not all meet the criteria. He noted that no student goes hungry, but some students incur a debt. Mr. LaNasa commented that it was extremely generous of Ms. Bayless to offer over \$4,000.00 to pay off the current debt, and that she has made donations in the past to support the students.

A photo was taken of Ms. Bayless, Mr. LaNasa, Superintendent Jaeger, and the Governing Board.

Ms. Day moved for Consent Agenda Item 8. H. be approved as presented. Mr. Kopec seconded the motion. Voice vote in favor – 4. Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Item 8. H. 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 Minutes of Previous Meeting(s)

The Governing Board approved minutes from the July 23, 2024, August 13, 2024 and August 7, 2024 meetings as submitted in Exhibit 8.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$989,343.84

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1050	\$136,187.54	1051	\$124,915.72	1052	\$5,601.47
1053	\$95,886.11	1054	\$176,983.16	1055	\$74,080.11
1056	\$6,831.32	1058	\$101,767.29	1059	\$119,823.65
1060	\$97,286.94	1061	\$46,608.94	1062	\$3,371.59

H. Acceptance of Gifts

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

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

The Governing Board approved 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 and La Cima Middle School PTO for the 2024-2025 school year as listed in Exhibit 11.

J. 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 on Exhibit 12.

K. Approval of Revision to the 2024-2025 Governing Board Meeting Schedule

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

L. Approval of Qualified Amphitheater Teacher Performance Evaluation System (ATPES) Evaluators

The Governing Board approved Qualified Amphitheater Teacher Performance Evaluation System (ATPES) Evaluators.

M. Approval of Out of State Travel

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

7. INFORMATION

A. Superintendent's Report

For the Superintendent's Report PowerPoint see Exhibit 1.

Superintendent Jaeger shared photos highlighting some recent District events.

Superintendent Jaeger spoke about the long tradition of seniors at Canyon del Oro High School

gathering for their Senior Sunrise event. Students have breakfast, play games, and take pictures. In the spring, they will gather again for their Senior Sunset.

He spoke about Prince Elementary getting a visit from Ned and his Mindset Mission and learning about the power of believing in yourself. The students enjoyed yo-yo tricks and fun stories.

Pictures from Walker Elementary School showed fifth grade students working in the STEM lab learning about fire and recording observations.

Superintendent Jaeger explained that Ironwood Ridge High School Culinary Arts students work on their baking skills as they learn technical and professional standards aligned to their program.

He shared pictures from Amphi High School's Welding Program and explained their teacher, Mr. Crist, was assessing the skill levels of students to guide instruction. Superintendent Jaeger stated that this is an example of personalized learning in Career and Technical Education (CTE).

Lastly, pictures from Engineering students at Ironwood Ridge High School showed them using their creative thinking skills to complete the Marshmallow Challenge using marshmallows and raw spaghetti to build structures.

Superintendent Jaeger said that last year the Arizona Legislature passed a bill banning cell phone use in schools, but it was vetoed by the Governor. He stated that the Superintendent of Public Instruction, Tom Horne, has alluded to pursuing this measure again. Superintendent Jaeger reviewed recent data related to student use of cell phones during the school day including the amount of time students spend on their phones during class, the number of notifications students receive on average in a day, the percentage of students who use social media, and the correlation between mental health issues in teenagers and the use of social media. He went on to share more data related to increased mental health issues in students and the possible links to screen time.

He gave information about the reported learning impacts that cell phone usage has in schools which includes teachers reporting them to be a major distraction, students not using their cell phones scoring higher on multiple-choice tests, and 35% of teens admitting they use their cell phones to cheat.

Superintendent Jaeger showed a graphic of the median duration of use of different smartphone apps during school hours and another showing the average smartphone use in minutes, hour by hour in different age groups.

Superintendent Jaeger concluded that he is not necessarily suggesting the District take action at this time, but cell phone usage in young people does have an impact and the legislature is likely to revisit this ban again.

Ms. Day asked why the Governor had vetoed the ban last year. Superintendent Jaeger stated Governor Hobbs published a letter to accompany the veto that can be provided to the board.

Ms. Cox Golder commented that this is a prevalent issue in the media right now and thanked him for his report.

B. Status of Construction Projects

For the Status of Construction Project attachments see Exhibit 2.

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

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

- Amphitheater High School 800 Building HVAC Conversion using BRG funds which is an expansion of the auto shop and welding lab
- Amphitheater High School Library Media Room Renovations using Bond funds
- Amphitheater High School Locker Room Renovations using Bond funds
- Canyon del Oro High School N Building SAT ceiling and lights using Bond funds

Mr. LaNasa reported that the District received \$1,360,382 in grant funding in August 2024 bringing the 2024-2025 school year total to \$4,292,658.

He offered to answer any questions. There were none.

Vice President Zibrat thanked him for his report.

8. PUBLIC COMMENT

There were no comments.

9. ACTION

A. Resolution Declaring September 26, 2024 as "Legendary Teacher Day"

For the Resolution Declaring September 26, 2024 as "Legendary Teacher Day" see Exhibit 15.

Superintendent Jaeger explained that Amphitheater was joining the rest of Tucson and Pima County in setting aside September 26, 2024 as Legendary Teacher Day. He explained this is celebrated across eight states and the public is being solicited for nominations.

Mr. Kopec moved to approve the Resolution Declaring September 26, 2024 "Legendary Teacher Day". Ms. Day seconded. Voice vote in favor-4. Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed-0.

10. PUBLIC COMMENT

There were no comments.

11. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

12. ADJOURNMENT

Ms. Day moved to adjourn. Mr. Kopec seconded. There was no discussion. Voice vote in favor-4. Vice President Zibrat, Ms. Cox Golder, Ms. Day and Mr. Kopec. Opposed – 0. The meeting adjourned at 7:08 p.m.

Jen Anderson Gretchen Hahn

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

September 23, 2024

Date

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

September 24, 2024

Date



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

DATE OF MEETING: September 24, 2024

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$3,563,110.11

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 23, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: September 24, 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 11, 2024

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations List

	Gifts and Donations	09-24-24
Ck in the amount \$870.00	Copper Creek PTO	Copper Creek Elementary School
Ck in the amount \$3,604.17	Copper Creek PTO	Copper Creek Elementary School
Ck in the amount \$500.00	Zoetis	Amphitheater High School



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

DATE OF MEETING: September 24, 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 Wrestling Booster
 - IRHS Baseball Booster Club
 - Mesa Verde PTO
 - A Club (Amphi High School)
 - IRHS Wrestling Booster
 - CDO Band Boosters
-

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: September 17, 2024

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 Wrestling Booster

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 93-4503962

OFFICERS:

Name: David Korn

Name: Jennifer Comer

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 02/01/24

Date taking office: 02/01/24

Name: Lacey Lenahan

Name: Christina Wolf

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 02/01/24

Date taking office: 02/01/24

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? Approx Monthly 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.

David Korn 8/27/24 Christina Wolf 08/27/24
 Signature Date Signature Date

Jennifer Comer 8/27/24 Sandra Garcia 8/27/24
 Signature Date Signature Date

Site Administrator's Approval: Tara Buehler 7/3/24
 Signature Date

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

SEP 5 '24 PM 12:01

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

School Year 2024-2025

Name of Organization IRHS Baseball Booster Club

School Ironwood Ridge High Sch

Related Student Organization or Club _____

Taxpayer I.D. 46-4871669

OFFICERS:

Name: Jeffery McGee
Office Held: President
Address: _____

Name: Angel Young
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____

E-mail: _____
Phone(s): _____

Date taking office: 07/29/24

Date taking office: 08/14/24

Name: Andrea Baker
Office Held: Vice President
Address: _____

Name: Brandi Montgomery
Office Held: Secretary
Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/14/24

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 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>7/29/2024</u> Date	<u>[Signature]</u> Signature	<u>8/14/24</u> Date
<u>[Signature]</u> Signature	<u>8/14/2024</u> Date	<u>[Signature]</u> Signature	<u>8/14/24</u> Date
Site Administrator's Approval: <u>[Signature]</u> Signature		<u>8/30/24</u> Date	

SEP 5 '24 PM12:02

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 33/04/24

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

School Year 2024-2025

Name of Organization Mesa Verde PTO

School Mesa Verde Elementary

Related Student Organization or Club _____

Taxpayer I.D. 86-1043125

OFFICERS:

Name: Emily Volpp

Name: Angela Barr

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/02/23

Date taking office: 08/03/23

Name: Becca Anderson

Name: _____

Office Held: _____

Office Held: _____

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/03/23

Date taking office: _____

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

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

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

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

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

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.

Emily Volpp 7/18/24
Signature Date

Angela Barr 7/18/24
Signature Date

[Signature] 9/4/24
Signature Date

[Signature] 9/4/24
Signature Date

Site Administrator's Approval: [Signature]
Signature

9/16/24
Date

SEP 9 '24 AM 11:39

For district use:

Finance Department recommendation: approved

Governing Board Agenda date: 9/24/24

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

School Year 2024-2025

Name of Organization A Club

School Amphitheater High School

Related Student Organization or Club _____

Taxpayer I.D. 93-3414361

OFFICERS:

Name: Orlando Yrigolla

Name: Karen Canez

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/23/24

Date taking office: 09/14/23

Name: Tiffany Gradillas

Name: Eva Espinoza

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/23/24

Date taking office: 08/23/24

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? Bi-Weekly

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: 8-25-24

Signature: [Signature] Date: 8-23-24

Signature: Karen Canez Date: 8-23-24

Signature: [Signature] Date: 8/23/24

Site Administrator's Approval: [Signature] Signature

8/30/24 Date

For district use:

Finance Department recommendation: approved
Governing Board Agenda date: 9/27/24

SEP 5 24 10:04

Print Form

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

School Year 2024-2025
Name of Organization IRHS Wrestling Booster School Ironwood Ridge High Sch
Related Student Organization or Club _____ Taxpayer I.D. 27-0281266

OFFICERS:

Name: April Bidwell Name: _____
Office Held: President Office Held: Treasurer
Address: _____ Address: _____
E-mail: _____ E-mail: _____
Phone(s): _____ Phone(s): _____
Date taking office: 08/08/24 Date taking office: _____
Name: Julie Villaverde Name: _____
Office Held: Secretary Office Held: _____
Address: _____ Address: _____
Phone(s): _____ Phone(s): _____
Date taking office: 08/08/24 Date taking office: _____

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

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

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

Are two signatures required on disbursements? Yes No By-laws reviewed annually? Yes No
Member meetings held how often? monthly Executive meetings held how often? monthly

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

[Signature] 9-5-24 [Signature] 9/11/24
Signature Julie Villaverde Date 09/05/24 Signature Bonnie Martis Date 09/05/24
Signature [Signature] Date 9/11/24 Signature Fran McGlothlin Date 09/05/24
Site Administrator's Approval: [Signature] 9/11/24
Signature Date

For district use: Finance Department recommendation: approved SEP 12 '24 PM 12:23
Governing Board Agenda date: 9/24/24

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

School Year 2024-2025

Name of Organization CDO Band Boosters

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 20-3843553

OFFICERS:

Name: Cynthia Jimenez

Name: James Phillips

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 06/01/24

Date taking office: 06/01/23

Name: Jessica Stealey

Name: Lizabeth Loehr

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 06/01/23

Date taking office: 06/01/24

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
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 - 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>Cynthia Jimenez</u> Signature	<u>6/11</u> Date	<u>Lizabeth Loehr</u> Signature	<u>7/9/24</u> Date
<u>Jessica Stealey</u> Signature	<u>6/11/24</u> Date	<u>James Phillips</u> Signature	<u>6-11-24</u> Date
Site Administrator's Approval: <u>Tara Bullock</u> Signature		<u>8/13/24</u> Date	

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



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

DATE OF MEETING: September 24, 2024

TITLE: Approval of Supplemental Texts and Materials

BACKGROUND:

Attached is a list of new supplemental texts and materials.

RECOMMENDATION:

This list is presented for the Governing Board's approval.

INITIATED BY:

A handwritten signature in black ink, appearing to read "Matthew Munger".

Matthew Munger
Associate Superintendent for Secondary Education

Date: September 17, 2024

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

Todd A. Jaeger, J.D., Superintendent

SUPPLEMENTAL TEXTS						
Course	Level Grade or Grade Range	Title	Publisher	Copyright	ISBN# <i>Please use 10 digit # if available.</i>	Submitted by School Name
English 9 / Honors English 10	9th - 10th	A & P (Essay)	The New Yorker	1961	N/A	Amanda Bryant
AP Calculus	9th - 12th	Flipped Math Calculus	Flipped Math	N/A	N/A	Erica Fox
AP Calculus	9th - 12th	Math Medic: AP Calculus AB	Math Medic	2024	N/A	Erica Fox
Social Studies	K - 12	C3 Teacher Inquiry Design Model (https://c3teachers.org//inquiry-design-model/)	C3: Teacher College Career & Civics Life	N/A	N/A	Laurie Sheber
PBIS	K - 12	Navigate360	Navigate360	2024	N/A	Andrew Szczepaniak
						39



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

DATE OF MEETING: September 24, 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-006492 – LAC – Roof Replacement South Academic Bldg. Phase – SF165242
- BRG-006493 – LAC – Roof Replacement MPR Building Phase - SF165243
- BRG-006472 – Roof Counter Flashing & Exterior Wall Needing Repairs – SF117243

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 23, 2024

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

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

2. TERM OF TERMS AND CONDITIONS

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

2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

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

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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

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

3.2 SURPLUS FUNDS

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

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

3.4 LOCAL FUNDS

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

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

3.5 DISBURSED FUNDS

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

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

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

4. REPORTING REQUIREMENTS

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

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

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

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

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

5. INSURANCE REQUIREMENTS

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

6. AUDIT OF RECORDS

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

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

7. AVAILABILITY OF FUNDS

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

8. APPEALABLE AGENCY ACTION

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

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

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

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

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

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

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

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

2. TERM OF TERMS AND CONDITIONS

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

2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

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

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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

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

3.2 SURPLUS FUNDS

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

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

3.4 LOCAL FUNDS

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

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

3.5 DISBURSED FUNDS

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

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

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

4. REPORTING REQUIREMENTS

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

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

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

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

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

5. INSURANCE REQUIREMENTS

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

6. AUDIT OF RECORDS

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

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

7. AVAILABILITY OF FUNDS

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

8. APPEALABLE AGENCY ACTION

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

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

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

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

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

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

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: _____

School: _____

BRG Project Number: _____

Project Title: _____

1. PURPOSE OF TERMS AND CONDITIONS

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

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

2. TERM OF TERMS AND CONDITIONS

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

2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

3. FINANCIAL CONDITIONS

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

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

3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS

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

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

3.2 SURPLUS FUNDS

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

3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

3.4 LOCAL FUNDS

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

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

3.5 DISBURSED FUNDS

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

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

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

4. REPORTING REQUIREMENTS

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

4.1 PUBLIC RECORD

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

4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT

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

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

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

5. INSURANCE REQUIREMENTS

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

6. AUDIT OF RECORDS

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

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

7. AVAILABILITY OF FUNDS

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

8. APPEALABLE AGENCY ACTION

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

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

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

8. RESOLUTION OF DISPUTES

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

9. NON-DISCRIMINATION

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

10. TERMINATION

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

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

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

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

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

17. RIGHT TO USE, DUPLICATE AND DISCLOSE

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

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

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

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

18. FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

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

19.1 WARRANT COMPLIANCE

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

19.2 BREACH OF WARRANTY

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

19.3 FAILURE TO COMPLY

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

19.4 INSPECTION

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

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

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

21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL

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

22. FLOW-DOWN REQUIREMENTS

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

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

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

23. CERTIFICATION / AUTHORIZATION

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

BRG Project Number: _____

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **September 24, 2024**

TITLE: **Approval of Construction Change Order for Amphi High School 800 Wing CTE Renovation 2324012**

BACKGROUND:

Arizona Administration Code R7- 1005 requires Governing Board approval of any change order exceeding the greater of \$100,000 or 5%.

The Governing Board awarded a contract to Marsh Development as determined by their responsive bid to IFB 2324012 for the Amphitheater High School 800 Wing CTE Renovation project on March 5, 2024 (Purchase Orders 232410734 & 242501227).

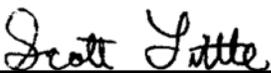
This project is being funded by Bond and JTED funds. The revisions requested are for additional construction and fixtures not included in the original plan documents. This revision will provide a new dedicated space for air compressors to minimize noise in the classrooms and the installation of exhaust fans to permit welding in the classroom space. The amount requested for this change order is \$117,561.00.

The district’s architect has made the determination that the change orders are fair and reasonable.

RECOMMENDATION:

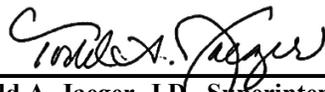
It is the recommendation of the Administration that the Governing Board approve the increase to the Purchase Order and make the determination that this change order is fair and reasonable, and the change order is advantageous to the school district.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: September 23, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **September 24, 2024**

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

BACKGROUND:

STAFF

Angela Wichers, Christopher Mercilliot, and Sarah Lorti request permission to attend AVID National Conference on December 11-14, 2024 in Dallas, Texas. Approximate cost of travel is \$8,506.11 and will be paid using Title I funds. Three school days will be missed, and substitutes are required.

Darlene Mansouri requests permission to attend 2024 Fall Forum Agenda-Umbrella Monitoring on December 3-7, 2024 in New Orleans, Louisiana. Approximate cost of travel is \$3,225.96 and will be paid using Title I funds. Four school days will be missed, and no substitutes are required.

Sumaya Frick requests permission to attend ACTE Vision 2024 on December 3-7, 2024 in San Antonio, Texas. Approximate cost of travel is \$2,316.66 and will be paid using Joint Technical Education funds. Four school days will be missed, and no substitutes are required.

STUDENTS

Christian Hill, Isabel Jacobson, Darin Mapes, Misty Little, Joi Nielson, Andrea Viitala, Matthew Gilbert, Mark McElhinney, Marsha Anderson, Kerry Garza, Marsha Hendricks, Falaah Falih, Miles Mioduski, John Turnbull, Oscar Romero, Amy Jones, Michelle Petty, Heather Carter, Ashley McCalley, Allison Johnson, and Freddy Sanchez request permission to take 75 Wilson Middle School Band, Orchestra and Choir students to Music in the Parks Festival Competition on April 24-27, 2025 in Anaheim, California. Approximate cost of travel is \$55,855.00 and will be paid using Auxiliary funds. Two school days will be missed, and substitutes are required.

BUDGET CODE KEY		
100.25.100.2210.6360.166.0000	Title I	Improvement of Instruction, Employee Training, AMS
100.25.100.2579.6360.166.0000	Title I	Non-Instructional Training, Employee Training, AMS
100.25.100.2210.6582.166.0000	Title I	Improvement of Instruction, Employee Travel, AMS
100.25.100.2579.6582.166.0000	Title I	Non-Instructional Training, Employee Travel, AMS
100.25.100.2210.6105.166.0000	Title I	Improvement of Instruction, Substitutes, AMS
100.25.100.2579.6360.509.0000	Title I	Non-Instructional Training, Employee Training, State & Federal Programs
100.25.100.2579.6582.509.0000	Title I	Non-Instructional Training, Employee Travel, State & Federal Programs
596.00.300.2210.6360.515.0000	JTED	Improvement of Instruction, Employee Training, Associate Superintendent Secondary Education
596.00.300.2210.6582.515.0000	JTED	Improvement of Instruction, Employee Travel, Associate Superintendent Secondary Education
525.00.100.1001.6892.168.0000	Auxiliary	Classroom Instruction, Student Expenses, Wilson
525.00.100.1001.6105.168.0000	Auxiliary	Classroom Instruction, Substitutes, Wilson

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 18, 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): Angela Wichers, Christopher Merioliott, _____ SCHOOL: School / Site
Sarah Lortie _____ Department (opt.): _
 DATE(S): December 11-14,2024

ACTIVITY/EVENT: AVID National Conference
 LOCATION: Dallas, TX

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
		<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>\$1,570.00/\$785.00</u>	<u>100.25.100.2210.6360./2579.6360.166.0000</u>
Transportation	<u>\$2,017.62/\$1050.75</u> Mode <u>Air/Car</u>	<u>100.25.100.2210/2579.6582.166.0000</u>
Rental Car	_____	_____
Meals	<u>\$295.00/\$147.50</u>	<u>100.25.100.2210/2579.6582.166.0000</u>
Lodging	<u>\$12,00.16/\$600.08</u>	<u>100.25.100.2210/2579.6582.166.0000</u>
Substitutes	<u>\$840.00</u>	<u>100.25.100.2210.6105.166.0000</u>
TOTAL	<u>\$8,506.11</u>	

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

Purpose of travel: AVID Natioanl Conference

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

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

Submitted by: Angela Wichers _____ Date 9/9/24
 Signature _____ Date 9/9/24
Angela Wichers _____ Date _____
 Principal/Supervisor _____ Date 2/12/2024
 _____ 71 _____
 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): Darlene Mansouri

SCHOOL: District Offices
 Department (opt.): State & Federal Programs
 DATE(S): December 3 - 7, 2024

ACTIVITY/EVENT: 2024 Fall Forum Agenda - Umbrella Monitoring
 LOCATION: New Orleans, LA

ABSENCE: # Days 5 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>\$1,625.00</u>		<u>100.25.100.2579.6360.509.0000</u>
Transportation	<u>\$485.96</u>	Mode <u>Air, Shuttle & Parking,</u>	<u>100.25.2579.6582.509.0000</u>
Rental Car	_____		_____
Meals	<u>\$265.00</u>		<u>100.25.100.2579.6582.509.0000</u>
Lodging	<u>\$850.00</u>		<u>100.24.100.2579.6582.509.0000</u>
Substitutes	_____		_____
TOTAL	<u>\$3,225.96</u>		

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

Purpose of travel: To attend the 2024 Fall Forum Agenda - Umbrella Monitoring.

Outcomes and academic benefits to students and staff: To gain a better understanding about changes in Legislation, Election Impact, UGG Rules, Federal Grants Management and ESEA Topics. Learn about how the final changes will affect our agency and how to prepare for new regulatory landscape.

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

Submitted by: Darlene Mansouri 9/16/24
 Signature Date

 Principal/Supervisor Date
[Signature] 9/16/24
 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): Sumaya Frick

SCHOOL: CTE
Department (opt.): 21st Century Education
DATE(S): December 3-7, 2024

ACTIVITY/EVENT: ACTE VISON 2024

LOCATION: Henry B. González Convention Center 900 E. Market Street San Antonio, Texas 78205

ABSENCE: # Days 5 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>\$520.00</u>		<u>596.00.300.2210.6360.515.0000</u>
Transportation	<u>\$660.00</u>	Mode <u>Airline</u>	<u>596.00.300.2210.6582.515.0000</u>
Rental Car	_____		_____
Meals	<u>\$243.00</u>		<u>596.00.300.2210.6582.515.0000</u>
Lodging	<u>\$893.66</u>		<u>596.00.300.2210.6582.515.0000</u>
Substitutes	<u>0</u>		
TOTAL	<u>\$2,316.66</u>		

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

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

Purpose of travel: Attending one of the largest ACTE conferences will result in gaining both necessary tools for Work-Based learning opportunities for our district and students and increase opportunities to access best and new WBL practices with national colleagues.

Outcomes and academic benefits to students and staff: Program management, grant writing and management, recruitment and retention, and advocacy and policy linked to ACTE's Quality CTE Program of Study Framework as well as to the Perkins V comprehensive local needs assessment. Participants will receive a toolbox of resources that they can use and modify for their own districts.

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: _____ Sep 17, 2024 -
Signature Date

Principal/Supervisor
CTE Director Date 9/17/24

Associate Superintendent/Superintendent Date 9/17/24

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: Wilson K-8

ESTIMATED NUMBER OF STUDENTS: 75

NAME OF SCHOOL GROUP/CLUB/ENTITY: Middle school band, orchestra and choir

STAFF ADVISOR(S)/CHAPERONES: Christian Hill, Isabel Jacobson, Darin Mapes, Misty Little, Joi Nielson, Andrea Viitala, Matthew Gilbert, Mark McElhinney, Marsha Anderson, Kerry Garza, Marsha Hendricks, Falaah Falih, Myles Mioduski, John Turnbull, Oscar Romero, Amy Jones, Michelle Petty, and Heather Carter, Ashley McCalley, Allison Johnson and Freddy Sanchez.

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Music in the Parks Festival Competition

DESTINATION OF TRAVEL: Anaheim, CA

DATES OF TRAVEL: April 24-April 27, 2025.

ACADEMIC BENEFITS TO STUDENTS: Wilson students will compete for a festival competition and receive ratings, awards and comments on how to improve their performance skills

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: _____

Charter Busses

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration Disneyland for Music in Parks award ceremony.)	\$ 55,575.00 (all inclusive: hotel, transportation, admission to)	<u>525.00.100.1001.6892.168.0000</u>
Knotts Berry Farm Theme Park		<u>525.00.100.1001.6892.168.0000</u>
Transportation		
Meals	<u>Breakfast Complimentary at hotel. Students to pay on their own for lunch and dinner</u>	
Lodging	_____	_____
Substitutes	\$ 280.00	<u>525.00.100.1001.6105.168.0000</u>
TOTAL	\$ 55,855.00	

WILL THE DISTRICT RECEIVE REIMBURSEMENT?

IF SO, SOURCE & AMOUNTS:

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

HOW ARE CHAPERONE EXPENSES PAID? Self Pay

COST TO EACH STUDENT \$ \$585 plus Students must pay for (2) lunches and dinners

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Scholarships

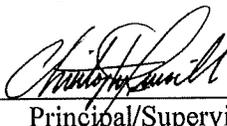
FUNDING SOURCE(S) Parent Donations, Fundraising

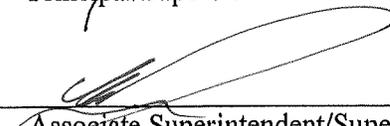
FUNDRAISING ACTIVITIES PLANNED (If applicable):

MOD pizza fundraisers

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

SUBMITTED BY: Christian E. Hill 8/29 /24
Signature Date

APPROVED BY:  8/30/24
Principal/Supervisor Date

 9/12/2024
Associate Superintendent/Supervisor Date



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

DATE OF MEETING: **September 24, 2024**

TITLE: **Study: Public Meeting Pursuant to A.R.S. 15-481(Y) to Provide Update on Programs Financed through the 10% Maintenance and Operations Override and the 3.5% K-3 Special Programs Override**

BACKGROUND:

A.R.S. § 15-481(Y) mandates school districts with a voter-approved budget override in place hold an annual public meeting to enable public comment concerning the override. Amphitheater Public Schools is fortunate to have two budget overrides in place at this time: (1) a 10% maintenance and operations (“M&O”) budget override, and (2) a 3.5% K-3 special programs budget override. This agenda item is offered to permit the Governing Board to hold its annual public meeting for these overrides.

I. Law Governing Annual Public Meeting for Overrides

A.R.S. § 15-481(Y) states:

Each school district that currently increases its budget pursuant to this section is required to hold a public meeting each year at which an update of the programs or capital improvements financed through the override is discussed and at which the public is permitted an opportunity to comment and:

...

2. *If the increase is pursuant to subsection E, F, I or J of this section, the update shall include at a minimum the amount expended in the previous fiscal year and the amount included in the current budget for each of the purposes listed in the informational pamphlet prescribed by subsection B of this section.*

Consistent with these requirements, this agenda item also provides the Board with an update about the programs financed through each of the District’s overrides.

II. Significant Benefits of the Voter-Approved Overrides

On May 23, 2022, Cronkite News reported, “Arizona was again among the worst states in the nation for per pupil spending on K-12 education in 2020, a ranking that advocates said was embarrassing but not surprising.”¹ According to the article, the Census Bureau report for this year says:

“Arizona spent \$8,785 per pupil in 2020, ahead of only Utah and Idaho that year. And it was dead last – 51st among states and the District of Columbia – when it came to the amount spent on actual instruction, at \$4,801 per pupil.

¹ Morgan Fischer/Cronkite News, Arizona Mirror May 23. “Arizona Again near Bottom of States for per Pupil Spending, Census Says.” *Arizona Mirror*, 23 May 2022, <https://www.azmirror.com/2022/05/23/arizona-again-near-bottom-of-states-for-per-pupil-spending-census-says/> (Nov. 8, 2022).

Both were well below the national average of \$13,494 overall and \$8,176 on instruction per pupil for that year.”

According to the National Center for Education Statistics, Arizona has not funded its public schools at the national state average since the 1980s.² Arizona has “slipped to ‘bad’ and then to ‘worse’, becoming one of the lowest funded public education systems in the country, on a per-pupil basis,” and unfortunately, that is the reality that Arizona school districts face today.

With this in mind, Amphitheater Public Schools asked voters to approve a general M&O override after significant study and a community survey of the District’s electors. In 2005, the voters of the Amphitheater Unified School District put a 10% M&O override in place to enable students who attend Amphitheater’s schools greater opportunities than those provided generally by the State of Arizona. The Amphitheater community renewed the override in 2009, in 2014, and again in 2019. In 2019, the Amphitheater community also approved a 3.5% special programs override specifically for the benefit of the District’s Kindergarten through Third Grade program.

Both overrides are seven-year overrides. This means that the voters approved putting a budget override in place to allow the Amphitheater District to exceed the standard Revenue Control Limit (the amount that Arizona authorizes each school district to spend to educate the students of that district) by 10% for seven years. Similarly, the K-3 special programs override authorizes the District to exceed its K-3 budget by 3.5% during that same time. Both overrides are in place for their full percentage amounts for school years (“SY”) 2020-2021 through 2024-2025 and then will begin to phase out over a two-year period.

Although the State of Arizona began increasing its education spending in 2019 for the first time in a decade, the minimal increase provided does not even make a dent in the amount needed to promote Arizona from its rank as the lowest per pupil spending state. Today, Arizona remains well below average in funding of public education, and Arizona school districts continue to struggle from the consistent and substantial annual budgetary cuts that the Arizona legislature made to public education between 2009 – 2018. Fortunately, the 10% M&O budget override that the Amphitheater voters put in place helped Amphitheater Public Schools to be able to continue to provide consistent benefits for its students despite the significant budget cuts experienced by Arizona school districts. Through the assistance of our voters, students who attend Amphitheater Public Schools had and continue to have experiences that other school districts were unable to provide for nearly a decade.

III. Funds Provided through the Budget Overrides

The amount provided through the voter-approved overrides changes annually depending on the amount of the District’s budget. A school district’s M&O budget is largely determined by its student enrollment so budget overrides can change annually when enrollment changes occur. While the District has seen a declining student enrollment trend for several years, this is largely due to natural changes in the birth cohort.

1. 10% Budget Override

Last year, Amphitheater reported receiving an additional \$8,623,074 in its M&O budget through the 10% override. The amount provided through the override this year is \$8,683,233.

2. 3.5% K-3 Override

Last year, the funds provided through the voter-approved 3.5% K-3 special programs override were an additional \$2,610,148 specifically for K-3 education in Amphitheater Public Schools. The amount provided this year is more, at a total of \$3,039,132.

² ARIZONA RANKS 49TH IN EDUCATION FUNDING – HOW DID WE GET HERE? (2019, May 22). Retrieved from <https://azcharters.org/arizona-ranks-49th-in-education-funding-how-did-we-get-here/> (Nov. 8, 2022).

IV. Programs Financed by the 10% M&O Budget Override

1. Dedicated Certificated Teachers to Teach Art in Elementary Schools

The M&O override also continues to permit the District to provide a certificated art teacher at every one of its elementary schools. Like with class size reduction, the M&O budget only affords a partial contract for art at the elementary schools, but funding from the 10% M&O override enables art teachers to expand the amount of time that students have in art class each week. This year, the number of art teachers at each of the District's eleven (11) elementary schools and two (2) K-8 schools remained consistent with prior years during which the 10% M&O budget override has been in place.

2. Dedicated Certificated Teachers to Teach Music in Elementary Schools

Similarly, the M&O override continues to enable dedicated certificated music teachers to offer expanded music classes at every one of the District's elementary and K-8 schools. This year, the number of elementary music teachers remained consistent with prior years in which the 10% M&O budget override has been in place.

3. Dedicated Certificated Teachers to Teach PE in Elementary Schools

The same is true for certificated physical education teachers who continue to provide expanded physical education offerings at each elementary and K-8 school in the District as well. This year, the number of elementary physical education teachers in the District's elementary and K-8 schools remained consistent with prior years in which the 10% M&O budget override has been in place.

4. Choice Middle School Elective Classes, Math Labs, and Writing Labs

Through the 10% M&O override this year, advanced learning and elective courses continue to be made available to middle school students at every middle school and K-8 school. These elective course offerings include career exploration, drama, dance, MESA (Mathematics, Engineering, and Science Achievement), science, programming and technology. In addition, the override also continues to add math and writing labs for middle school students.

5. High School Technology, Science and Fine Arts Classes

Moreover, the 10% M&O override likewise continues to fund additional technology, science and fine arts electives in all three high schools. The additional courses provided through the override include specialized elective offerings in the areas of art, music, computer science, modern languages, and advanced placement courses.

6. Tutoring and Intervention Programs

Since 2020, the District has been fortunate to be able to apply federal ESSER dollars toward tutoring and intervention services for students this year; however, the conclusion of ESSER funds, the programs funded through ESSER will be entirely reliant upon funding provided by the 10% M&O override. Despite the ending of ESSER funds, the 10% M&O override funds will continue to fund tutoring and other intervention programs to serve and benefit our students throughout the school year and into the summer, consistent with prior years in which the override has been in place.

7. Amphitheater Public School Employee Compensation Enhancement

The override also continues to provide additional funding to enhance compensation for certificated and classified personnel in the District so that District wages remain competitive to hire the best educators for our students. This benefit provided by the current override is important for the District to compete against private employers and charter schools to obtain trained professional staff. Currently, all staff continue to receive an increase of approximately three percent (3%) to their base salaries through the funding provided by the general 10% M&O override.

8. Added Technology Positions to Remain Current with Technology Changes

The override has also made possible hiring of added positions in our Facilities and Technology Departments, to better enable the District to maintain facilities and our growing technology demands. The following positions continue to be funded through the override: two Maintenance Tech II positions in the Facilities Department, and one Programmer Analyst in the Technology Department.

9. Class Size Reduction

Before voters put the override in place, class sizes at the elementary level were routinely at or over 30 students, and middle and high school classes in areas like English, math or science ranged upwards of 35-38 students. The current 10% M&O override continues to permit the District to add additional staff in schools where class sizes are larger, particularly in the core content areas that every student in the grade level must take, by adding another teacher when necessary and thereby reducing the number of students in a class at that grade level.

This year, the funding provided through the override provided additional classroom teachers.

V. Programs Funded through the 3.5% K-3 Special Programs Override

The 3.5% special programs override for Kindergarten through Third Grade programs are being used specifically to benefit Kindergarten through Third Grade programs in all District elementary and K-8 schools in the following ways.

1. Free Full-Day Kindergarten

The 3.5% special program override funds free full-day kindergarten at all of Amphitheater's elementary and K-8 schools. Prior to the K-3 special programs override being approved by the voters, Amphitheater Public Schools only offered free all-day Kindergarten to children attending schools that qualify for Title I funds given the ability to use Title I funds for this purpose. Schools that did not qualify for Title I offered half-day Kindergarten and parents who wanted their students to attend the full-day had to subsidize the second half of the Kindergarten day. Now, Kindergarten is offered for the full-day at no cost throughout the District. This has freed-up those Title I funds previously dedicated to pay for Kindergarten for use in Title I schools to benefit students at those schools in alternative ways.

2. Additional Class-Size Reduction in Kindergarten – Third Grades

The special program override also funds additional teachers for Kindergarten to Third Grade classrooms to further reduce class size for the youngest learners in the District. Through the funding provided by this special programs override, the District has been able to reduce class sizes in Kindergarten through Third Grades with goals of class maximum student numbers of:

- Kindergarten - 25 students
- First Grade - 25 students
- Second Grade - 26 students
- Third Grade - 27 students

This is a substantial decrease from classes that used to exceed 30. Research has established that smaller class size is an important determinant of academic and social student outcomes due to increasing the time available to the teacher to better tailor their instruction to meet individual student needs. Therefore, the changes provided to the youngest learners of the District through the 3.5% special programs override are helping these students through increased student engagement, small group learning, focused instruction, and decreased time spent by the teacher on classroom management.

VI. Renewal of 10% M&O Override and 3.5% K-3 Special Programs Override

At the conclusion of the 2024-2025 school year, both the 10% M&O Override and 3.5% K-3 Override, will end. Recognizing the extraordinary value both overrides have provided to students and the staff that support students throughout the District, the District is currently seeking voter approval for a new override that combines both the 10% M&O Override and 3.5% K-3 Special Programs Override.

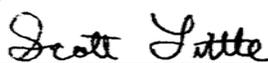
VII. Conclusion

Amphitheater Public Schools appreciates the confidence of its electors in the approval of the 10% M&O override and 3.5% K-3 special programs override, both of which greatly benefit the students of this District. The two budget overrides have provided critical programs that are necessary for students to continue to receive a high-quality education and develop the Portrait of a Graduate skills that Amphitheater strives for each student to attain before graduating from the District. With other states in the United States dedicating nearly triple the amount that Arizona provides for per-pupil public education funding, the programs that Amphitheater Public Schools is able to provide through these voter-approved budget overrides and the approval of the proposed, combined override item, will ensure our students remain competitive as they prepare for their post-high school colleges or careers in the rapidly changing world.

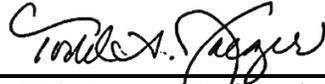
RECOMMENDATION:

This item is presented for the Governing Board to comply with the requirements of A.R.S. § 15-481(Y) by holding a public meeting for Administration to provide an update of the programs financed through the 10% M&O override and the 3.5% K-3 Special Programs override, and to permit public comment during the public meeting.

INITIATED BY:

  
Tassi Call,
Associate Superintendent for Elementary Education
Matt Munger,
Associate Superintendent for Secondary Education
and
Scott Little,
Chief Financial Officer

Date: September 18, 2024


Todd A. Jaeger, J.D., Superintendent



Annual Report on District Programs Financed through Budget Overrides





General Information about a Budget Override



- Arizona law permits school districts to obtain local voter approval to *override* the state budget formulas for a school district's capital and/or maintenance and operations (M&O) budgets.



- Voters may also authorize a special programs override to exceed the budget for a specific program.



- Funds received through the override are used for the specific purposes approved by the voters.



- The amount of the budget increase is limited to the percentage amount approved by the voters and for the length of time authorized by the voters.





State Limitations on School District Spending



- Regardless of a school district's tax base or its level of need, each school district is limited by state formulas to the amount it can spend as M&O and Capital funds.



- Except for bonds, state formulas generally tie spending to the number of enrolled students.



- Arizona school districts do not have authority to increase their budget without voter-approval to *override* the budget set through state formula.

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- The additional funding provided through a budget override annually depends on the M&O budget. Annual amounts provided by a budget override are a percentage of the M&O budget.





Amphitheater Public Schools Overrides

Currently, due to the support of our voters, we have two overrides that support programs that benefit our students.

1. 10% general M&O budget override
2. 3.5% K-3 special programs budget override



Important Facts about Both Overrides

- Approved by the voters on November 5, 2019
- Remain in place for 7-years
 - Authorize budget override at the full percentage for the first 5 years
 - Begins School Year 2020-2021
 - Full override ends School Year 2024-2025
 - Unless renewed, each override will phase down during years 6 and 7 as follows:
 - Year 6 (2025-2026): decreased by 1/3
 - Year 7 (2026-2027): decreased by another 1/3
 - Year 8 (2027-2028): override ceases and budget returns to regular state budget

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10% M&O Override Amount



- The 10% budget override amount is 10% of the amount of funding the State provides Amphitheater Public Schools each year.



- When the state education funding is higher, then the 10% budget increase is higher.



- When the M&O override was first approved in 2005, the override amount was approximately \$8.1 million. It fluctuates annually depending on the amount of funding the state provides for education that year and the District's student enrollment.



- This year, the M&O override provides \$8,683,233 in additional funding to Amphitheater Public Schools. This amount increased from last year largely due to increases in enrollment.



Comparison of Amounts Provided by 10% M&O Override

2022-2023	2023-2024	2024-2025
(Actual)	(Actual)	(Estimated)
\$8,550,093	\$8,623,074	\$8,683,233



Schools that Receive Funding through the 10% M&O Override

High Schools

Amphitheater High School
Canyon del Oro High School
Ironwood Ridge High School

Middle Schools

Amphitheater Middle School
Cross Middle School
La Cima Middle School

K-8 Schools

Coronado K-8 School
Wilson K-8 School

Online School

Amphi Academy Online

Student Services Program

Rillito Center

Elementary Schools

Copper Creek Elementary
Donaldson Elementary
Harelson Elementary
Holaway Elementary
Innovation Academy
Keeling Elementary
Mesa Verde Elementary
Nash Elementary
Painted Sky Elementary
Prince Elementary
Rio Vista Elementary
Walker Elementary



How the 10% M&O Override Helps Schools



- All elementary schools have dedicated certificated teachers for their special class offerings:

Art

Music

Physical Education



- All middle schools benefit through additional elective classes and intervention labs, which may include:

Career Exploration

Drama

Dance

MESA

Science

Programming

Technology

Math Lab

Writing Lab



- All high schools benefit with additional elective classes in areas of technology, science and fine arts, such as⁸⁹

Art

Music

Computer Science

Modern Languages

Advanced Placement



- Students in every Amphi school have benefitted from the override through tutoring and intervention programs provided during the school year and over the summer.



Other Important Benefits Provided through 10% M&O Override

- The 10% M&O override adds approximately 3.8% to base salaries for employees, which helps keep District salaries competitive to be able to hire quality educators.
 - *NOTE: This 3.8% to base salaries is different from the retention stipend approved for employees by the Governing Board for SY 21-22, SY 22-23, SY 23-24, utilizing ESSER funds. The retention stipend for 24-25 was approved by the Board from funding not related to ESSER funds.*
- The 10% M&O override adds technology and facilities positions to enable the District to remain current with technology changes and growing technology demands.
 - 2 Maintenance Tech II positions in the Facilities Department, and
 - 1 Programmer Analyst in the Technology Department.

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3.5% Special Programs Override Amount

- Voters authorized the District to override its budget for Kindergarten through Third Grade by 3.5%
- Funds must be used in the K-3 program for the specific purpose approved by the voters :
 1. Free All Day Kindergarten
 2. Further reduction of class size in K-3 grades
- Amount provided by override depends on amount of funding the State provides Amphitheater Public Schools each year
- 3.5% K-3 Special Programs Override currently provides \$3,039,132 in additional funding for our K-3 program

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Comparison of Amounts Provided by the 3.5% K-3 Special Programs Override

2022-2023	2023-2024	2024-2025
(Actual)	(Actual)	(Estimated)
\$2,474,823	\$2,610,148	\$3,039,132





How the 3.5% K-3 Special Programs Override Helps Elementary Schools

Free Full-day Kindergarten in All Elementary and K-8 Schools

- Title I funds were previously used to subsidize Kindergarten in Title I schools
 - Now, those funds are being used to help all students in the Title I schools
- Parents in schools that did not qualify to receive Title I funds used to have to subsidize a half-day of Kindergarten
 - Now, no parent pays for Kindergarten at any Amphitheater school

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Additional Help for K-3 Students through the 3.5% Special Programs Override

Additional Class Size Reduction for K-3 Grades

- Since the election, Regulation IIB-R (Class Size) has been revised to further reduce class size maximums for K-3 classes while the override is in place to:

Kindergarten:	25 Students
First Grade:	25 Students
Second Grade:	26 Students
Third Grade:	27 Students

- This year, average K-3 class sizes meet the IIB-R maximums. However, IIB-R also puts steps in place for assistance to be provided to a teacher should class maximums need to be exceeded.



Concluding Remarks



- Both overrides provide substantial benefits for Amphitheater students and their educational programs
- These overrides provide critical programs that are necessary for student success at a national level in a rapidly changing world. Recognizing that the overrides will expire in 2024-2025, Amphitheater School District is seeking voter approval for a new override that combines the 10% M&O and 3.5% K-3 overrides and will ensure that our students continue to benefit from these incredible programs and staff.
- Amphitheater Public Schools is especially grateful to the voters of the school district who continue to support the students of the District with these overrides

