

Final Posting: Monday, October 21, 2024 at 3:45pm

SPECIAL PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, October 22, 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, November 12, 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	8
C. Approval of Leave(s) of Absence	14
D. Approval of Separation(s) and Termination(s)	16
E. Approval of Stipend for Coaching Volunteers	20
F. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,888,098.44	23
G. Approval of Parent Support Organization(s) - 2024-2025	24
H. Approval of Supplemental Texts and Materials	32
I. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	34
J. Approval of Arizona Department of Education Food Program Permanent Service Agreement Update Authorized Signers	80
K. Approval of School Facilities Division FY 2024 Preventive Maintenance Program Report	82
L. Approval of One-Time Increase to Job Order Contract Limit	86
M. Approval of Out of State Travel	87
6. **STUDY**

A. Presentation on Facility Support Services Operations in the Amphitheater School District	98
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7. **ACTION**

A. Resolution Declaring the Third Friday of November as “School District Substitute Employee Day”	116
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8. **PUBLIC COMMENT**¹ (30 Minutes Maximum)
9. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
10. **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: **October 22, 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 October 21, 2024.

RECOMMENDATION:

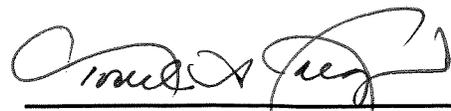
It is the recommendation of the Administration that the appointment(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: October 21, 2024



Todd A. Jaeger, J.D., Superintendent

10/22/2024

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Rojek	Jakub	Teacher - Music	CT	Walker Elementary	CTT-DOC	0 years	Replacement	Ms. Reynolds	
Rojek	Jakub	Teacher - Band	CT	Walker Elementary	CTT-DOC	2 years	Replacement	Ms. Reynolds	
Broccoletti	Nancy	Food Service Attendant	CL-RET	Innovation Academy	1	0 years	Replacement	Mr. Greeson	\$15.30 per hour
Canupp	Pauline	Food Service Attendant	CL-RET	Cross Middle School			Rehire		\$17.33 per hour
Gerson	Lorelei	Special Education Teaching Assis	CL-RET	Cross Middle School			Rehire		\$19.34 per hour
Al-Zeer	Rokaan	Special Education Teaching Assis	CL	Rillito Center	3	0 years	Replacement	Mr. Wolf	
Baltierrez Durate	Ashley	Classroom Aide/Caregiver	CL	CDO High School	2	0 years	Replacement	Ms. Bulleigh	
Borden	Aimee	Special Education Teaching Assis	CL	Nash Elementary	3	5+ years	Replacement	Ms. Jarrett	
Boydston	Asheigh	Preschool Aide/Caregiver	CL	Coronado K-8 School	1	0 years	Replacement	Ms. Bucciarelli-Fay	
Castillo	Javier	Bus Driver Trainee	CL	Transportation			Rescind		
Commander	Nixon	Bus Driver	CL	Transportation	13	0 years	Replacement	Ms. Frye-George	
Craig	Lauren	Classroom Aide/Caregiver	CL	Keeling Elermentary	2	2 years	Replacement	Ms. Orelup	
Gil Samaneigo	Carlos	Groundskeeper II	CL	Facilities Support	5	3 years	Replacement	Mr. Gill	
Gomez	Alma	Campus Monitor	CL	Amphi High School	1	0 years	Replacement	Mr. Malis	
Gonzales	Benjamin	Security Officer	CL	CDO High School	6	5+ years	Replacement	Ms. Bulleigh	4
Grimaldo	Roberto	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	2 years	Replacement	Mr. Szczepaniak	
Hepner	Mark	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Holloway-Jordan	Shawn	Attendance Clerk	CL	Amphi Middle School	2	5+ years	Replacement	Ms. Wichers	
Howley	Michael	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms Frye-George	
Ivankovich	Angela	Special Education Teaching Assis	CL	Rillito Center	3	5+ years	Replacement	Mr. Wolf	
Jones-Westerbeck	Christina	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Kennon	Kristopher	Classroom Aide/Caregiver	CL	Rio Vista Elementary	2	0 years	Replacement	Ms. Spillane	
Klump	Rachelle	Classroom Aide/Caregiver	CL	Amphi Middle School	2	0 years	Replacement	Ms. Wichers	

*	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
Marquez	Jesus Oscar	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Moreno Vargas	Miguel	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms Frye-George	
Nobles	Edward	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms Frye-George	
Peterson	Caleb	Refrigeration Mechanic II	CL	Facilities Support	13	0 years	Replacement	Mr. Gill	
Reeb	Douglas	Bilingual Clerk	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Rhoads	Georgette	Special Education Teaching Assisi	CL	Cross Middle School	3	0 years	Replacement	Mr. Gutierrez	
Roberts	Cole	Food Service Attendant - Lead	CL	Keeling Elementary	6	5 years	Replacement	Mr. Greeson	
Sanchez	Trinidad	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Smith	Lexie	Classroom Aide/Caregiver	CL	Mesa Verde Elementary	2	0 years	Replacement	Mr. Ripp	
Stephens	Destiny	Classroom Aide/Caregiver	CL	Wilson K-8 School	2	0 years	Replacement	Mr. Trimble	
Trujillo	Sergio	Custodian II	CL	Amphi High School	5		Rehire		
Vargas	Adam	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Villaiva	Maria	Classroom Aide/Caregiver	CL	Amphi Middle School	2	0 years	Replacement	Ms. Wichers	
Walmer	Ellen	HR Customer Service Representa	CL	Wetmore Center	2	5+ years	Replacement	Mr. Hastings	
Cornwell	Keira	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Mitchell	Erin	Student Worker	ASW	CDO High School			New	Ms. Bulleigh	*\$14.35 per hour
Rangel	Julian	Student Worker	ASW	Amphi High School			New	Mr. Malis	\$14.35 per hour
Rayl	Taylor	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Richards	Pennilyn	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Soto	Brianna	Student Worker	ASW	CDO High School			Rehire		\$14.35 per hour
Balachandan	Devahi	ADDN - Certified Tutor	ADDM	Amphi High School			Rehire		\$30.00 per hour
Harris	Michael	ADDN - Certified Tutor	ADDM	Amphi High School			Rehire		\$30.00 per hour
Lopez	Dale	Special Events Worker	ADDM	Amphi High School			New	Mr. Malis	\$14.35 per hour
Prieto Nunez	Geraldine	Special Events Worker	ADDM	CDO High School			Replacement	Ms. Bulleigh	\$14.35 per hour
Rafeq	Nour	ADDN - Classroom Aide/Caregiver	ADDM	Nash Elementary			Addendum		\$15.30 per hour

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

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Zinkin	Mike	Special Events Worker	ADDM	Ironwood Ridge High			Rehire		\$14.35 per hour

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

10/22/2024
 GOVERNING BOARD MEETING
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Abalos	Jose		CT		09/24/2024	
Acevedo	Stephanie		CT		09/24/2024	
Beelen	Robin		CT		09/25/2024	
Duggan	Terry		CT		09/25/2024	
Emmendorfer	Amy		CT		09/18/2024	
Estrella	Alejandro		CT		09/26/2024	
Lyons	Brandon		CT		09/30/2024	
Fregonese	Jennifer		CT		09/18/2024	
Katz	Marcia		CT		09/18/2024	
Mahalanobis	Priti		CT		09/26/2024	
Miller	Hailey		CT		09/25/2024	
Remme	Nichole		CT		09/19/2024	
Ellis	Jared		CL		09/25/2024	
Haibach	Ann		CL		09/24/2024	
Vaccaro	Michelle		CL		09/25/2024	
Zobak	Karen		CL		10/01/2024	

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AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: **October 22, 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 October 11, 2024.

This agenda item also proposes adjustments to the classified/support staff salary placement schedule for the following positions:

- Computer Network Systems Coordinator II
- Computer Network Systems Installer
- Computer Repair Technician
- JTED Computer Repair Technician

After conducting a market analysis and an internal comparability study regarding starting wages, all four positions were found to be significantly below market average. To be competitive, Administration recommends the placement levels be adjusted as follows to help with attracting and retaining employees in these classifications:

Position	Current Placement Level & Minimum	Recommended Placement Level & Minimum
Computer Network Systems Coordinator II	12 - \$19.71	*17 - \$29.00
Computer Network Systems Installer	12 - \$19.71	13 - \$21.33
Computer Repair Technician	9 - \$17.55	12 - \$19.71
JTED Computer Repair Technician	9 - \$17.55	12 - \$19.71

** Level 16 is the current highest placement level on the Classified/Support Staff salary placement schedule. Level 17 has been added to allow for the Computer Network Systems Coordinator II recommended starting wage.*

Due to this recommendation, incumbent staff should receive an adjustment as well. Adjustments to current staff will be structured on a reverse graduating scale similar to adjustments applied to certificated staff for the 2024-2025.

RECOMMENDATION:

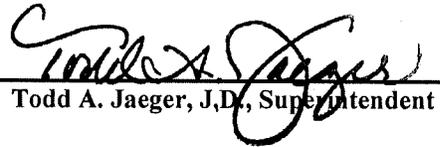
It is the recommendation of the Administration that the personnel changes be approved as presented as well as adjusting the pay levels and corresponding minimum starting wages for the following positions: Computer Network Systems Coordinator II, Computer Network Systems Installer, Computer Repair Technician, and JTED Computer Repair Technician.

INITIATED BY:



John Hastings, Director of Human Resources

Date: October 11, 2024



Todd A. Jaeger, J.D., Superintendent

10/22/2024

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Kruthaupt	Fabiola	Teacher - Study Skills	CT	Cross Middle School	Additional Position			\$6,500.09
Vissichelli	Joseph	Teacher - English	CT	Ironwood Ridge High	Additional Position			\$8,584.52
Broccoletti	Nancy	Food Service Attendant	CL-RE	Innovation Academy	Increase FTE			+0.0625 FTE
Burns	Alexandru	Transportation Attendant	CL	Transportation	Reassignment	1	N/A	
Carless	Manne	Cook	CL	Wilson K-8 School	Transfer	1	N/A	Site change
Chavez Arce	Rosa	Cook	CL	Ironwood Ridge High	Transfer	1	N/A	
Davis	Robert	Cook	CL	Wilson K-8 School	Transfer	1	N/A	Site change
Durham	Deborah	ECHO Afterschool Aide/Caregiver	CL	Nash Elementary	Additional Position			\$15.30 per hour
Fisher	Angela	15 Passenger Bus Driver	CL	Transportation	Promotion	9	+\$2.25	
Gomez	Jennifer	Food Service Attendant	CL	Rio Vista Elementary	Decrease FTE			<0.3125 FTE>
Palmer	Marcus	Security Officer	CL	Cross Middle School	Increase FTE			+0.75 FTE
Palmer	Marcus	Campus Monitor	CL	Cross Middle School	Decrease FTE			<0.75 FTE>
Salas	Rickey	Classroom Aide/Caregiver	CL	Prince Elementary	Transfer	2	<\$1.50>	
Santiago	Lianabel	Student Services Coordinator Assista	CL	Wetmore Center	Transfer	2	N/A	
Sowid	Caitlin	Preschool Aide/Caregiver	CL	Mesa Verde Elementary	Increase FTE			+0.25 FTE
Ammon	Connie	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum			\$20.00 per hour
Arredondo	Mateo	ADDN - Certified Tutor	ADCT	Amphi High School	Addendum			\$30.00 per hour
Bruce	Kathryn	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum			\$20.00 per hour
Bulisache	Michelle	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum			\$20.00 per hour
Burgin	Samantha	Coach - Soccer Assistant HS	ADCT	Ironwood Ridge High	Addendum			\$2,591.11
Call	Emily	ADDN - Musical Director HS	ADCT	Ironwood Ridge High	Addendum			\$2,306.08
Carotenuto	Lisa	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum			\$30.00 per hour

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

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Cruse	Jennifer	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Daigle	Joyce	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Davis	Rachel	ADDN - Student Council EL	ADCT	Coronado K-8 School	Addendum		\$1,025.65	
Donahue	Brian	ADDN - Elementary Coordinator - We	ADCT	Wetmore Center	Addendum		\$1,619.44	
Edelbrock	Thomas	ADDN - Elementary Coordinator - We	ADCT	Wetmore Center	Addendum		\$1,619.44	
Edelbrock	Thomas	ADDN - Added Duty	ADCT	Wetmore Center	Addendum		\$625.00	
Edelbrock	Thomas	ADDN - Performing Arts MS	ADCT	Cross Middle School	Addendum		\$1,943.33	
Edelbrock	Thomas	ADDN - Math Counts MS	ADCT	Cross Middle School	Addendum		\$1,025.65	
Galindo	Ruth	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Green	Rebecca	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Greenberg	Elyse	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Harper	Ellis	ADDN - National Honor Society	ADCT	Amphi High School	Addendum		\$1,500.00	
Haskins	Shannon	ADDN - Flex Addenda	ADCT	Cross Middle School	Addendum		\$800.00	
Hooton	Rose	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum		\$25.00 per hour	
Huynh	Hoc	Coach - Football Assistant MS	ADCT	Amphi Middle School	Addendum		\$1,511.48	
Irwin	Teresa	ADDN - Technology Coach MS	ADCT	Cross Middle School	Addendum		\$1,673.42	
Irwin	Teresa	ADDN - National Honor Society MS	ADCT	Cross Middle School	Addendum		\$809.72	
Irwin	Teresa	ADDN - Yearbook MS	ADCT	Cross Middle School	Addendum		\$1,619.44	
Kipley	Kayla	Coach - Spiritleading Head Winter HS	ADCT	Amphi High School	Addendum		\$2,645.09	
Lise	Ronald	Coach - Basketball Head HS	ADCT	Amphi High School	Addendum		\$3,238.88	
Lovins	Rachel	ADDN - Musical Assistant Director H	ADCT	Ironwood Ridge High	Addendum		\$1,831.05	
Marlatt	Lauren	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Mercilliott	Christopher	Coach - Soccer Head MS	ADCT	Amphi Middle School	Addendum		\$1,835.37	
Moreno	Kristin	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	

*	2023-2024 School Year	ADCT	Addendum Certified
Addendum	Employee receiving extra-curricular position or stipend	ADCL	Addendum Classified
Added Duty	Employee working additional hours or days	ADACS	Addendum Amphi Community Schools
Additional Position	Employee working an additional position	CT-AD	Certified Administrative
Correction	Correction to contract	CT	Certified
Decrease FTE	Decrease in hours	CL-AD	Classified Administrative
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Increase FTE	Increase in hours/contract	PR	Professional
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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
Obregon	Jose	Coach - Soccer Head MS	ADCT	Wilson K-8 School	Addendum		\$1,835.37	
Oliver	Heather	ADDN - Dyslexia Training Designee	ADCT	Painted Sky Elementary	Addendum		\$3,350.00	
Parham	John	ADDN - eSports	ADCT	Amphi High School	Addendum		\$1,800.00	
Perkins	Mason	Coach - 3rd Q. Interscholastic Supen	ADCT	Amphi Middle School	Addendum		\$500.00	
Perkins	Mason	Coach - 2nd Q. Interscholastic Super	ADCT	Amphi Middle School	Addendum		\$500.00	
Petersen	Christine	ADDN - Student Council EL	ADCT	Harelson Elementary	Addendum		\$1,025.65	
Peterson	Jane	ADDN - Elementary Coordinator - We	ADCT	Wetmore Center	Addendum		\$1,619.44	
Quevedo	Shelley	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Rice	Christel	DH - Student Services MS	ADCT	Amphi Middle School	Addendum		\$1,295.55	
Scheffel	Liesl	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Schultz	Amy	ADDN - Student Council MS	ADCT	Cross Middle School	Addendum		\$1,457.50	
Shiba	Robert	Coach - Soccer Head MS	ADCT	Cross Middle School	Addendum		\$1,835.37	
Smith	Michael	Coach - Weight Training HS	ADCT	Ironwood Ridge High	Addendum		\$2,807.03	
Sova	Ashley	ADDN - Performing Arts MS	ADCT	Cross Middle School	Addendum		\$1,943.33	
Sparlin	Erika	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Tagawa	Toru	ADDN - Performing Arts MS	ADCT	Cross Middle School	Addendum		\$1,943.33	
Taylor	Ethnee	ADDN - Newspaper MS	ADCT	Cross Middle School	Addendum		\$1,295.55	
Watson	David	Coach - Wrestling Head HS	ADCT	Amphi High School	Addendum		\$3,238.88	
Willis	John	Coach - Equipment Technician Winte	ADCT	Amphi High School	Addendum		\$1,997.31	
Willis	Maria	Coach - Spiritleading Assistant Winte	ADCT	Amphi High School	Addendum		\$2,429.16	
Wolf	Erik	Coach - Soccer Head HS	ADCT	Ironwood Ridge High	Addendum		\$3,238.88	
Young	Robin	ADDN - Certified Tutor	ADCT	Amphi High School	Addendum		\$30.00 per hour	
Aguirre	Adilene	ECHO Afterschool Aide/Caregiver	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	
Aguirre	Alejandrina	ECHO Afterschool Aide/Caregiver	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	

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

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Baird	Leonor	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$17.24 per hour	
Baird	Leonor	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$17.24 per hour	
Coomer	Austin	ECHO Afterschool Aide/Caregiver	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	
Gamez	Griselda	ADDN - Classroom Aide/Caregiver	ADCL	Rio Vista Elementary	Addendum		\$15.30 per hour	
Graves	Martha	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Hardin	Kristy	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Loiacono	Scott	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$16.94 per hour	
Miller	Zane	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Murillo	Raul	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.61 per hour	
Murillo	Raul	Special Events Worker	ADCL	CDO High School	Addendum		\$14.35 per hour	
Ortiz	Chelsea	Special Events Worker	ADCL	Ironwood Ridge High	Addendum		\$14.35 per hour	
Ortiz	Monica	ADDN - Extra Hours	ADCL	Amphi High School	Addendum		\$30.09 per hour	
Pinto	Arcilio	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$18.42 per hour	
Pinto	Arcilio	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$18.42 per hour	
Quihuis Fleming	Anthony	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$15.76 per hour	
Robison	Julia	ECHO Afterschool Aide/Caregiver	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	
Rockey	Richard	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	
Salaz III Smith	Yvonne	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty		\$18.86 per hour	
Slaton	Stephanie	Special Events Worker	ADCL	CDO High School	Addendum		\$14.35 per hour	

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



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

DATE OF MEETING: **October 22, 2024**

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

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of October 11, 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: October 11, 2024

Todd A. Jaeger, J.D. Superintendent

10/22/2024

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Larussa	Lori	Teacher - Grade 2	CT	Innovation Academy	10/15/2024	Start
Althouse	V E	Budget Technician	CL	Wetmore Center	09/24/2024	Start
Clayton	Darlene	Special Education Teaching Assist	CL	Rillito Center	10/16/2024	Start
Luna	Rosalie	Crossing Guard	CL	Wilson K-8 School	09/27/2024	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: **October 22, 2024**

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

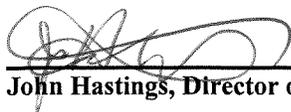
BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of October 21, 2024.

RECOMMENDATION:

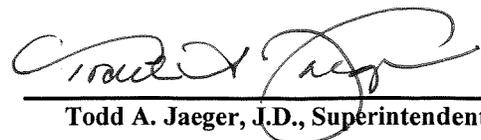
It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

INITIATED BY:



John Hastings, Director of Human Resources

Date: October 21, 2024



Todd A. Jaeger, J.D., Superintendent

10/22/2024

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Aubuchon	Betty J	Teacher - Grade 5	CT	Holaway Elementary	10/03/2024	Separation Agreement	
Bultman	Benjamin	Teacher - AVID	CT	Amphi High School	09/19/2024	Breach of Contract	
Bultman	Benjamin	Teacher - History	CT	Amphi High School	09/19/2024	Breach of Contract	
Kati	Stephanie	Teacher - English	CT	CDO High School	10/04/2024	Breach of Contract	
Sibley	Meagan	Imagine Preschool Director	CT	CDO High School	10/04/2024	Breach of Contract	
Aguirre	Cesar	Transportation Attendant	CL	Transportation	10/16/2024	Resignation	
Carter	Sherron	Custodian II	CL	Amphi High School	10/01/2024	Resignation	
Caso	Lily	Classroom Aide/Caregiver	CL	Copper Creek Elementary	11/08/2024	Resignation	
Caso	Lily	Campus Monitor	CL	Copper Creek Elementary	11/08/2024	Resignation	
Castaneda De PacAmerica		Custodian I	CL	Wilson K-8 School	10/15/2024	Resignation	
Cazares	Jasmine	Attendance Clerk	CL	Amphi Middle School	09/16/2024	Dismissal	
Delisy	Manny	Bus Driver Trainee	CL	Transportation	08/09/2024	Resignation	
Doyle	Beverly	Transportation Attendant	CL	Transportation	09/30/2024	Resignation	
Hahn	Gretchen	Secretary III	CL	Wetmore Center	10/18/2024	Resignation	
Hernandez	Theresa	Transportation Attendant	CL	Transportation	09/25/2024	Dismissal	
Konishi	Kristin	Library Assistant	CL	Copper Creek Elementary	01/10/2024	Resignation	
Melzer	Donna	Bus Driver	CL	Transportation	10/04/2024	Resignation	
Plimpton	Bethany	Special Education Teaching	CL	CDO High School	10/04/2024	Resignation	
Romero	Cenobio	Custodian I	CL	Walker Elementary	10/04/2024	Resignation	
Rose	Heather	Classroom Aide/Caregiver	CL	Mesa Verde Elementary	10/04/2024	Resignation	
Sanchez FernandAna		Student Services Coordinato	CL	Wetmore Center	10/04/2024	Resignation	
Schelle	Heather	Special Education Teaching	CL	Mesa Verde Elementary	10/18/2024	Resignation	
Watkins	Hawkeye	Special Education Teaching	CL	Rillito Center	10/04/2024	Resignation	

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

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Yazzie	Carla	Behavioral Intervention MoniCL		La Cima Middle School	10/03/2024	Resignation	

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

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

**10/22/2024 GOVERNING BOARD MEETING
SEPARATIONS**

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Davis	Heather		CT		10/09/2024	
Gering	April		CT		10/09/2024	
Gilfillan	Kevin		CT		10/09/2024	
Gittelman	Rick		CT		10/09/2024	
Miller	Hailey		CT		10/08/2024	
Zespy	Erin		CL		10/09/2024	



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

DATE OF MEETING: **October 22, 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 October 11, 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: October 11, 2024

Todd A. Jaeger, J.D., Superintendent

10/22/2024

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Ambrosio	Benjamin	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Anthony	Neal	Coach - Football Assistant HS	CDO High School	Stipend	\$2,699.07
Bellomo	Don	Coach - Soccer Head HS	Amphi High School	Stipend	\$3,238.88
Brauer	Matthew	Coach - Swimming Assistant HS	CDO High School	Stipend	\$2,591.11
Brown	Mark	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Calvin	Leann	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,591.11
Catalano	Tami	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$2,429.16
Chavez Franco	Martin	Coach - Soccer Assistant MS	Cross Middle School	Stipend	\$1,511.48
Corral	German	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2,591.11
Cross	Margaret	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Danehy	Thomas	Coach - Basketball Head HS	Amphi High School	Stipend	\$3,238.88
Enright	Donald	Coach - Swimming Assistant HS	CDO High School	Stipend	\$2,591.11
Espinoza	Maliyah	Coach - Volleyball Assistant HS	Amphi High School	Stipend	\$2,591.11
Federick	Michael	Coach - Soccer Head HS	Amphi High School	Stipend	\$3,238.88
Fischer	Alyssa	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$2,429.16
Garcia	Jose	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2,591.11
Godoy	Albino	Coach - Basketball Assistant MS	Amphi Middle School	Stipend	\$1,511.48
Godoy	Albino	Coach - Basketball Assistant MS	Amphi Middle School	Stipend	\$1,511.48
Hansen	Brian	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,591.11
Joiner	Ronald	Coach - Wrestling Head HS	Amphi High School	Stipend	\$3,238.88

* 2023-2024 School Year

GOVERNING BOARD MEETING COACHING VOLUNTEERS

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Lopez	Francisco	Coach - Wrestling Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Lord	Robert	Coach - Wrestling Head HS	Ironwood Ridge High	Stipend	\$3,238.88
Luke	Richard	Coach - Football Assistant HS	CDO High School	Stipend	\$2,699.07
Matthews	Jonathan	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
McQuown	Brianna	Coach - Tennis MS	Cross Middle School	Stipend	\$1,835.37
Millyard	John	Coach - Basketball Head HS	Ironwood Ridge High	Stipend	\$3,238.88
Montango	Cody	Coach - Volleyball Assistant HS	CDO High School	Stipend	\$1,589.16
Palmer	Marcus	Coach - Basketball Head MS	Cross Middle School	Stipend	\$1,835.37
Payne	John	Coach - Spiritleading Assistant W	Amphi High School	Stipend	\$2,429.16
Portillo	Lizette	Coach - Spiritleading Assistant W	Ironwood Ridge High	Stipend	\$2,429.16
Rodriguez	Sergio	Coach - Football Assistant HS	CDO High School	Stipend	\$2,699.07
Rokop	Daniel	Coach - Wrestling Head HS	Ironwood Ridge High	Stipend	\$3,238.88
Roper	Ana	Coach - Swimming Assistant HS	CDO High School	Stipend	\$2,591.11
Scandaliato	Sarina	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Sellers	Sandra	ADDN - Interscholastic Activities I	Ironwood Ridge High	Stipend	\$2,850.00
Soto	Veronica	Coach - Spiritleading Head Fall H:	CDO High School	Stipend	\$2,645.09
Spencer	Sean	Coach - Soccer Assistant MS	Wilson K-8 School	Stipend	\$1,511.48
Trippe	John	Coach - Soccer Assistant MS	Amphi Middle School	Stipend	\$1,511.48
West	Brittany	Coach - Basketball Head MS	Wilson K-8 School	Stipend	\$1,835.37
Williams	Susan	Coach - 1st Q. Interscholastic Sup	Cross Middle School	Stipend	\$500.00
Williams	Susan	Coach - 2nd Q. Interscholastic Su	Cross Middle School	Stipend	\$500.00
Wright	Aaron	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11

* 2023-2024 School Year



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

DATE OF MEETING: **October 22, 2024**

TITLE: **Approval of Vouchers Totaling and Not Exceeding Approximately \$2,888,098.44
(Final Total)**

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: October 21, 2024

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **October 22, 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:

- Harelson Elementary PTO
- Cross Middle School PTO
- Ironwood Ridge Cheerleading Booster
- IRHS Model United Nations Booster
- IRHS Girls Basketball Booster
- CDO Baseball Booster Club
- Prince PTO

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: October 16, 2024

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2024-2025

Name of Organization Harelson Elementary PTO School Harelson Elementary

Related Student Organization or Club _____ Taxpayer I.D. 86-0774736

OFFICERS:

Name: Kate Price Name: Anthony Herrera

Office Held: President Office Held: Treasurer

Address: _____ Address: _____

E-mail: _____ E-mail: _____

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

Date taking office: 09/11/24 Date taking office: 09/11/24

Name: Christine Herrera Name: Tammy Osburn

Office Held: Co President Office Held: Secretary

Address: _____ Address: _____

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

Date taking office: 11/19/21 Date taking office: 11/19/21

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

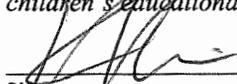
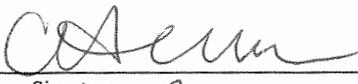
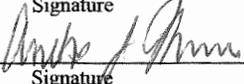
- Formal Non-Profit Please Attach:
 - 1) Articles of Incorporation (first year only)
 - 2) I.R.S. Determination Letter (first year only)
 - 3) Annual budget, goals and objectives
 - 4) Current operating by-laws
 - 5) Last fiscal year AZ Corporation Commission Annual Report
 - 6) Last fiscal year I.R.S.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

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

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

Member meetings held how often? QUARTERLY Executive meetings held how often? QUARTERLY

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>9/11/24</u>		<u>9/11/24</u>
Signature	Date	Signature	Date
	<u>9/11/24</u>		<u>9/11/24</u>
Signature	Date	Signature	Date

Site Administrator's Approval: Stephanie Hayer 9/11/24
Signature Date

SEP 30 '24 AM 7:15

For district use: Finance Department recommendation: approval
Governing Board Agenda date: 10/22/24

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

School Year 2024-2025

Name of Organization Cross Middle School PTO

School Cross Middle School

Related Student Organization or Club _____

Taxpayer I.D. 80-0534224

OFFICERS:

Name: Jackie McGuire

Name: Amanda Campion

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/24

Date taking office: _____

Name: Jennifer Iadevaia

Name: Kim Evans

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 07/01/23

Date taking office: 07/01/24

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? Quarterly Executive meetings held how often? Quarterly

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: Jackie McGuire Date: 7-11-24

Signature: Amanda Campion Date: 7-11-24

Signature: Jennifer Iadevaia Date: 7-11-2024

Signature: Kim Evans Date: 7-11-24

Site Administrator's Approval: [Signature] Signature: _____ Date: _____

Signature: _____ Date: 7-11-24

For district use:

Finance Department recommendation: approval

Governing Board Agenda date: 01/22/24

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

School Year 2024-2025

Name of Organization Ironwood Ridge Cheerleading Booster School Ironwood Ridge High Sch
Related Student Organization or Club _____ Taxpayer I.D. 87-2444242

OFFICERS:

Name: Steve Hutchins
Office Held: President
Address: _____

Name: Liza Hutchins
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____
Date taking office: 06/01/23

E-mail: _____
Phone(s): _____
Date taking office: 05/06/24

Name: Angie Hitt
Office Held: Vice President
Address: _____

Name: Jacqueling Wright
Office Held: Secretary
Address: _____

Phone(s): _____
Date taking office: 05/06/24

Phone(s): _____
Date taking office: 05/06/24

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.

[Signature] 9/10/24
Signature Date
[Signature] 9/10/24
Signature Date

[Signature] 9/10/24
Signature Date
[Signature] 9/10/24
Signature Date

Site Administrator's Approval: [Signature]
Signature

9/25/24
Date

SEP 26 24 AM 11:51

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 10/22/24

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

School Year 2024-2025

Name of Organization IRHS Model United Nations Booster School Ironwood Ridge High Sch

Related Student Organization or Club _____ Taxpayer I.D. 93-3987628

OFFICERS:

Name: Cynthia Carr
Office Held: President
Address: _____

Name: Jeffrey Clark
Office Held: Treasurer
Address: _____

E-mail: _____
Phone(s): _____

E-mail: _____
Phone(s): _____

Date taking office: 09/05/24

Date taking office: 09/05/24

Name: Teresa Estrada
Office Held: Vice President
Address: _____

Name: Jennifer Grajeda
Office Held: Secretary
Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/05/24

Date taking office: 09/05/24

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? 1x month Executive meetings held how often? as needed

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

Cynthia Carr 05 Sep 2024
Signature Date

Jeffrey Clark 05 Sep 2024
Signature Date

Jennifer Grajeda 05 Sept 2024
Signature Date

Teresa Estrada 05-Sep-2024
Signature Date

Site Administrator's Approval: [Signature]
Signature

9/23/24
Date

For district use:

Finance Department recommendation: approved

Governing Board Agenda date: 10/22/24

SEP 24 '24 PM 1:05

Revised 5-3-06

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

School Year 2024-2025

Name of Organization IRHS Girls Basketball Booster

School Ironwood Ridge High Sch

Related Student Organization or Club _____

Taxpayer I.D. 93-1906378

OFFICERS:

Name: Pamela Elslager

Name: Ben Chulick

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/01/24

Date taking office: 08/01/24

Name: Cynthia Saucedo

Name: Tamara Trimble

Office Held: Secretary

Office Held: Vice President

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 08/01/24

Date taking office: 08/01/24

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? 2 per season Executive meetings held how often? 2 per season

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.

Pamela Elslager 9/11/24
Signature Date

B. Chulick 9/4/24
Signature Date

Cynthia Saucedo 9/4/24
Signature Date

T. Trimble 9/21/24
Signature Date

Site Administrator's Approval: [Signature]
Signature

9/13/24
Date

For district use:

Finance Department recommendation: 10/29/24 a p m / SEP 15 '24 PM 12:22
Governing Board Agenda date:

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

School Year 2024-2025

Name of Organization CDO Baseball Booster Club

School Canyon del Oro High Sch

Related Student Organization or Club _____

Taxpayer I.D. 83-1819137

OFFICERS:

Name: Wendy Reid

Name: Mary Cliff

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 06/01/23

Date taking office: 06/01/23

Name: Kristen Alvarez

Name: Letty Boone

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 06/01/23

Date taking office: 06/01/23

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

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

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

Member meetings held how often? AS NEEDED Executive meetings held how often? AS NEEDED

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

<u>[Signature]</u>	<u>06/11/24</u>	<u>[Signature]</u>	<u>06/11/24</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>06/11/24</u>	<u>[Signature]</u>	<u>06/11/24</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>10/15/24</u>		
Site Administrator's Approval	Signature	Date	

For district use: Finance Department recommendation: Approved
Governing Board Agenda date: 10/22/24

OCT 13 '24 PM 12:24

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

School Year 2024-2025

Name of Organization Prince PTO School Prince Elementary

Related Student Organization or Club _____ Taxpayer I.D. 20-5606678

OFFICERS:

Name: Jerell Guerry Name: Tammy Mosier
Office Held: President Office Held: Treasurer
Address: _____ Address: _____

E-mail: _____ E-mail: _____
Phone(s): _____ Phone(s): _____

Date taking office: 08/27/24 Date taking office: 08/27/24

Name: Luis Vega Name: _____
Office Held: Vice President Office Held: _____
Address: _____ Address: _____

Phone(s): _____ Phone(s): _____
Date taking office: 08/27/24 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? _____

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] 9.30.24
Signature Date

[Signature] 27 August 2024
Signature Date

Signature Date

[Signature] _____
Signature Date

Site Administrator's Approval: [Signature]
Signature

8/27/24
Date

For district use: Finance Department recommendation: approved
Governing Board Agenda date: 10/22/24



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

DATE OF MEETING: **October 22, 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:

Matthew Munger
Associate Superintendent for Secondary Education

Date: October 17, 2024

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
ELA	K - 5th	LETRS: Volumes 1 and 2 (3rd Edition)	Lexia Learning	2019	978-1-4916-0960-6 / 978-1-4916-0964-4	Laurie Sheber / Heidi Radtke
REACH Humanities	K - 8th	Edpyapp	EdPyapp.com	2014	N/A	Lisa Boyer
Math	6th - 8th	Building Thinking Classrooms in Mathematics Grades K - 12: Teaching Practices for Enhancing Learning	Corwin	2021	978-1-5443-7483-3	David Linn
Math	K - 12	3-Act Tasks/Questioning My Metacognition	Graham Fletcher		N/A	Vanessa Hill
						33



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

DATE OF MEETING: **October 22, 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-006599 – LAC – Investigate and Repair MPR Floor Cracks – SF165244
- BRG-006607 – CDO – 15,000 Volt Main Electric Service Cable Replacement – SF282244
- BRG-006112 – CDO – Fire Alarm System Monitoring POTS to Cellular Conversion – SF282245
- BRG-006626 – NSH – Fire Alarm System Monitoring POTS to Cellular Conversion – SF110243
- BRG-006654 – CDO – Replacement of Main Domestic Water Lines – SF282247

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: October 17, 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;
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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.

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

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

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

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

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

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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: October 22, 2024

TITLE: Approval of Arizona Department of Education Food Program Permanent Service Agreement Update Authorized Signers

BACKGROUND:

The District's Food Program Permanent Service Agreement (Agreement) with the Arizona Department of Education (ADE) is required to be updated. The electronic submittal of the Initiation Form For Electronic Food Program Permanent Service Agreement document will start the process for the ADE Health and Nutrition Services staff to update the Agreement and route to the District individuals for electronic signatures.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board updates the ADE Food Program Permanent Service Agreement by authorizing the Administration to electronically submit the Initiation Form For Electronic Food Program Permanent Service Agreement and authorize the Governing Board President to electronically sign the Food Program Permanent Service Agreement when received by ADE.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: October 8, 2024

Todd A. Jaeger, J.D., Superintendent



INITIATION FORM FOR ELECTRONIC FOOD PROGRAM PERMANENT SERVICE AGREEMENT

This fillable PDF initiation form has been created for School Food Authorities (SFA) who wish to complete their Food Program Permanent Service Agreement (FPPSA) electronically. The FPPSA must be read in its entirety prior to completing this form. Once the SFA-specific information within this form is provided to The Arizona Department of Education (ADE), a member of ADE Health and Nutrition Services staff will then complete the agreement and route the FPPSA electronically to all individuals listed within the form for signature.

Page 1 (plus other required information)

School Food Authority (Legal Name of Applicant): _____

Doing Business As (if applicable): _____

CTDS#: _____ Address: _____

A.R.S. number (15-183 (H) for Charter School, or 15-342 (13) for Public), otherwise leave blank: _____

Page 18 - Certification Page (required information)

(1) County (in which the entity operating the programs is located): _____

(2) Name of Official (or Governing Board Member) authorized to implement the programs: _____

(3) City in which the meeting that addressed the FPPSA was held: _____

(4) Date that the meeting or decision to implement the FPPSA took place: _____

(5) Legal name of the SFA: _____

(6) Name of Designated Official who will be signing the FPPSA (same designated official as on the line 1 of the signature page of the Agreement): _____

(7) Authorized Official or Governing Board Member (same name as on line 2 of the certification page.)

Note that the authorized official/governing board member cannot designate him/herself as the Designated Official.

Authorized Official First & Last Name	Title	Email
---------------------------------------	-------	-------

Page 19- Signature Page (required information)

Designated Official First & Last Name	Title	Email
---------------------------------------	-------	-------

Authorized Signer (1) First & Last Name	Title	Email
---	-------	-------

Authorized Signer (2) First & Last Name	Title	Email
---	-------	-------

Authorized Signer (3) First & Last Name	Title	Email
---	-------	-------

Submit to ADE HNS via
ADE HelpDesk in ADEConnect*

84 For assistance submitting this form to ADE HelpDesk, please [click here](#).



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

DATE OF MEETING: **October 22, 2024**

TITLE: Approval of School Facilities Division FY 2024 Preventive Maintenance Program Report

BACKGROUND:

Attached is a copy of the FY 2024 reporting statement of the Preventive Maintenance Program which is to be submitted annually to the Governing Board for approval.

The Facility Support Services team completes preventive maintenance based on four inspections per year. Preventive Maintenance tasks are scheduled annually, semi-annually and quarterly based on equipment specification and School Facilities Division (SFD) recommendations.

There is a difference between the Recommended and Completed tasks because the SFD produces a standard listing of recommended tasks to be completed for each site. This recommended list is not editable by the District, thus, resulting in recommended tasks being reflected for equipment that does not exist at a given site. For example, Amphi High school has asphalt roofing, but the SFD recommended tasks for maintaining metal roofs cannot be removed from the list of tasks assigned, the result is not all recommended roofing tasks (those for metal roofs) are completed. A site may have more completed tasks than were recommended, due to the fact more tasks were identified and completed when the preventive maintenance crew serviced the site, or that the site is non-academic and no recommended tasks were assigned by the SFD.

RECOMMENDATION:

It is the recommendation of the Administration that the FY 2024 Preventive Maintenance Program Report be approved by the Governing Board.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: October 14, 2024

Todd A. Jaeger, J.D., Superintendent

Division of School Facilities

Preventative Maintenance Reporting Stateme

Amphitheater Unified District

Submittal Date: 10/14/2024

Fiscal Year: 2024

100210000

Print Date: 10/16/2024

701 W. Wetmore
Tucson, AZ 85705
(520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
Amphitheater High School	35	110	258	139	140	116	328	218
	331,759	102	298	185	246	115	332	233
Amphitheater Middle School	17	116	146	123	183	112	288	185
	124,977	123	124	200	246	115	294	233
Canyon Del Oro High School	33	120	290	145	221	110	290	228
	297,857	123	298	185	246	115	294	233
Copper Creek Elementary School	7	90	162	116	126	120	218	20483
	106,002	123	255	149	246	101	220	172
Coronado K-8 School	17	1180	218	137	112	124	276	220
	140,313	102	255	149	246	115	220	141
E C Nash School	10	104	266	111	220	116	216	126
	68,491	102	253	149	246	115	220	141
El Hogar De La Paz (formerly Graphics and Printing)	3	102	110	95	102	102	72	20
	6,440	123	43	149	150	97	212	27
Frances Owen Holaway Elementary School	8	123	110	95	102	98	71	20
	66,009	123	113	149	188	115	260	129
Helen Keeling Elementary School	11	106	136	123	220	110	288	180
	69,748	102	113	149	212	115	294	172
Innovation Academy	6	110	140	115	220	98	252	168
	70,647	102	140	149	246	115	254	172

Division of School Facilities

Preventative Maintenance Reporting Stateme

Amphitheater Unified District

Submittal Date: 10/14/2024

Fiscal Year: 2024

100210000

Print Date: 10/16/2024

701 W. Wetmore
Tucson, AZ 85705
(520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
Ironwood Ridge High School	7	128	277	197	230	102	288	242
	272,594	123	255	149	246	115	294	233
L M Prince School	3	118	163	123	205	111	266	180
	61,083	123	298	149	246	115	260	192
La Cima Middle School	7	120	168	121	215	110	268	188
	118,657	123	298	149	246	115	260	201
Lawrence W Cross Middle School	14	122	85	123	215	112	268	18684
	111,433	123	165	149	246	115	260	233
Lulu Walker School	11	116	168	121	215	112	268	184
	82,503	123	253	149	246	115	260	192
Marion Donaldson Elementary School	10	96	140	115	106	110	210	148
	46,458	123	253	149	150	115	254	113
Mesa Verde Elementary School	12	96	146	106	209	110	244	144
	52,132	123	113	149	246	115	254	160
Painted Sky Elementary	9	123	156	107	201	112	217	173
	69,929	123	257	149	246	115	220	144
Richard B Wilson Jr School	5	123	182	133	224	118	256	227
	200,423	123	255	149	246	115	260	233
Rillito Center	3	123	154	103	206	117	210	114
	36,895	123	169	149	246	115	220	81

Amphitheater Unified District

Submittal Date: 10/14/2024

Fiscal Year: 2024

100210000

Print Date: 10/16/2024

701 W. Wetmore
Tucson, AZ 85705
(520)696-5206

Campus Name	Building Count Sq. Ft	Roofing Tasks Completed Recommended	HVAC Tasks Completed Recommended	Plumbing Tasks Completed Recommended	Electrical Tasks Completed Recommended	SurfacesTasks Completed Recommended	Special Sys. Completed Recommended	Special Equip. Completed Recommended
Rio Vista Elementary School	9	121	136	104	211	112	220	176
	80,008	123	253	149	246	115	260	192
Transportation	5	75	70	113	208	108	217	54
	24,656	102	84	149	208	115	220	47
Transportation B	5	102	82	113	104	76	158	50
	61,068	102	70	149	116	97	172	47
Warehouse	2	20	70	97	104	88	158	18 85
	17,709	29	70	149	116	97	164	27
Wetmore Center	10	121	166	112	0	250	119	18
	44,326	123	253	149	246	115	131	27
Winifred Harelson Elementary School	8	117	166	112	210	112	252	140
	57,999	123	298	149	246	115	254	144

Governing Board President _____ Date: _____

Superintendent _____ Date: _____

Facilities Maintenance Director _____ Date: _____



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

DATE OF MEETING: **October 22, 2024**

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

BACKGROUND:

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

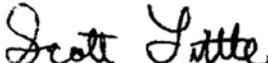
The District has an urgent need to replace the Fire Alarm System at Amphi Middle School. The project is being funded by the School Facilities Division (SFD). The use of a Job Order Contract will avoid an estimated two-month delay that would occur from having to issue a request for formal bids.

The current estimate for this project is \$1,095,437.00.

RECOMMENDATION:

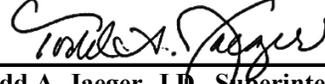
It is the recommendation of the Administration that the Governing Board approve this one-time increase to the job-order-contracting limit to address the Fire Alarm System at Amphi Middle School.

INITIATED BY:



Scott Little, Chief Financial Officer

Date: October 21, 2024



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **October 22, 2024**

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

BACKGROUND:

STAFF

Lauen McIntyre requests permission to attend Edu-Tech & Edu-Tech Academics Fall 2024 conference on November 10-12, 2024 in Baytown, Texas. Approximate cost of travel is \$637.50 and will be paid using Maintenance and Operations funds. Two school days will be missed, and no substitutes are required.

Tyrone Cephers requests permission to attend 55th National Athletics Directors Conference on December 13-17, 2024 in Austin, Texas. Approximate cost of travel is \$2,432.30 and will be paid using Auxiliary funds. Three school days will be missed, and no substitute is required.

STUDENTS

Janet Castles, Brie Ronnie, Caryn Wall, Erin Standish, Luke Baer, Melissa Berg, Cari Steffins, Laura Brown, Tristan Martin, Amanda Villareal, Lorena Perez, Crystal McPheron, Madeline Wilson, Matt Holt, Johannes Graf, Maggie Cartie, Des McAdam, Lindsey Barnes, Jeff Gelchion, Joanne Carlson, Jon Cox, Gerard D'Angelo, Carrie Seegmiller, Madelyn McClory, Nick McClory, Christine Lucas, Tiffany Simmons, Joel Crawford, Chris Turner, Rachel Backer, Kerri Cangemi, Allison Delp, Kelly Schwab, and Jeremy Barney request permission to take 60 Painted Sky 5th graders to Disney Imagineer Physics Lab and Riley Farms American Revolution Experience on May 5-7, 2025 in Anaheim and Yucaipa, California. Approximate cost of travel is \$45,480 and will be paid using Auxiliary and Tax Credit funds. Three school days will be missed, and no substitutes are required.

Toru Tagawa, Ranee Schmuker, Natalie Killom, Dominic San Angelos, Amy Dionise, Grace Ratje, Chris Boney, Laura Kemp, Doug Kemp, Dianne Wilson, Cynthia Jimenez, Jessica Stealey, Crissi Petersen, Jim Phillips, Lizabeth Loehr, Amanda Campion, Dave Payne, Mike Flores, Rosalee Blair, and Fred Peterson request permission to take 130 Canyon del Oro Orchestra, Band and Choir students to Forum Music Festival and Disneyland Imagination Campus on March 27-30, 2025 in Anaheim, California. Approximate cost of travel is \$110,000.00 and will be paid using Tax Credit, Auxiliary, and Booster Club funds. Two school days will be missed, and substitutes are required.

Daron Cross, Pam Elslager, Jon Elslager, and Mike Walter request permission to take 12 Ironwood Ridge Girls Basketball students to Franklin Girls Basketball Classic Tournament on December 5-7, 2024 in El Paso, Texas. Approximate cost of travel is \$1,950.00 and will be paid using Tax Credit and Booster Club funds. Two school days will be missed, and no substitutes are required.

BUDGET CODE KEY		
001.00.100.2579.6582.510.0000	M & O	Training Non-Instructional, Employee Travel, Office of Learning and Instruction
525.00.620.2210.6360.281.0000	Auxiliary	Improvement of Instruction, Employee Training, AHS
525.00.620.2210.6582.281.0000	Auxiliary	Improvement of Instruction, Employee Travel, AHS
526.00.100.1001.6892.114.0000	Tax Credit	Classroom Instruction, Student Expenses, Painted Sky
525.00.100.1001.6892.114.0000	Auxiliary	Classroom Instruction, Student Expenses, Painted Sky
526.00.610.1001.6892.282.0000	Tax Credit	Classroom Instruction, Student Expenses, CDO
526.00.410.2710.6519.282.0000	Tax Credit	Student Transportation, Student Travel, CDO
525.00.610.2190.6892.282.0000	Auxiliary	Student Support Services, Student Expenses, CDO
526.00.610.2190.6105.282.0000	Tax Credit	Student Support Services, Substitutes, CDO
526.00.620.1001.6892.280.0000	Tax Credit	Classroom Instruction, Student Expenses, IRHS
526.00.620.2190.6892.280.0000	Tax Credit	Student Support Services, Student Expenses, IRHS

RECOMMENDATION:

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

INITIATED BY:



Matthew Munger
Associate Superintendent for Secondary Education

Date: October 21, 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): Lauren McIntyre _____

SCHOOL: District Offices

Department (opt.): Office of Learning & Instruction

DATE(S): 11/10/24 – 11/12/24

ACTIVITY/EVENT: Edu-Tech & Edu-Tech Academics Fall 2024

LOCATION: Hyatt Regency Baytown Houston, 100 Convention Center Way, Baytown, TX 77520

ABSENCE: # Days 2 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>
Registration	<u>Paid by RTM</u>		_____
Transportation	<u>\$ 490.00</u>	Mode <u>air</u>	<u>001.00.100.2579.6582.510.0000</u>
Rental Car	_____		_____
Meals	<u>\$ 147.50</u>		<u>001.00.100.2579.6582.510.0000</u>
Lodging	<u>Paid by RTM</u>		_____
Substitutes	_____		_____
TOTAL	<u>\$ 637.50</u>		

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

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

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

Purpose of travel: The EduTech conference provides an opportunity to listen to implementation plans and be part of discussions that can assist us in implementation strategies for instructional technology.

Outcomes and academic benefits to students and staff: Conversations regarding successes and challenges with integration and infrastructure will be ideal in troubleshooting and designing strategies to improve instruction.

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

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

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

Submitted by: Mary Thatcher _____ 10/2/24
Signature Date

Principal/Supervisor _____ Date _____
[Signature] _____ [Signature]
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): Tyrone Cephers _____

SCHOOL: AHS
 Department (opt.): Athletics
 DATE(S): 12/13-17/2024

ACTIVITY/EVENT: 55th National Athletics Directors Conference

LOCATION: 500 E. Cesar Chavez St. Austin, TX 78701

ABSENCE: # Days 6 Sub Required: Yes No # of School Days Missed 3

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$485.00</u>		<u>525.00.620.2210.6360.281.0000</u>
Transportation	<u>\$642.97</u>	Mode <u>plane</u>	<u>525.00.620.2210.6582.281.0000</u>
Rental Car	<u>\$75.00uber</u>		<u>525.00.620.2210.6582.281.0000</u>
Meals	<u>\$270.00</u>		<u>525.00.620.2210.6582.281.0000</u>
Lodging	<u>\$959.40</u>		<u>525.00.620.2210.6582.281.0000</u>
Substitutes	<u>0</u>		_____
TOTAL	<u>2432.30</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: National Athletic Directors Conference

Outcomes and academic benefits to students and staff: Updated/new information for our school, student athletes and families.

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

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

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

Submitted by:

Signature

Date

Principal/Supervisor

Date

Associate Superintendent/Superintendent

90

Date

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

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

SCHOOL: Painted Sky

ESTIMATED NUMBER OF STUDENTS: 60

NAME OF SCHOOL GROUP/CLUB/ENTITY: 5th Grade

STAFF ADVISOR(S)/CHAPERONES: Janet Castles (Staff), Brie Ronnie (Staff), Caryn Wall (Staff)/ Erin Standish, Luke Baer, Melissa Berg, Cari Steffins, Laura Brown, Tristan Martin, Amanda Villareal, Lorena Perez, Crystal McPheron, Madeline Wilson, Matt Holt, Johannes Graf, Maggie Cartie, Des McAdam, Lindsey Barnes, Jeff Gelchion, Joanne Carlson, Jon Cox, Gerard D'Angelo, Carrie Seegmiller, Madelyn & Nick McClory, Christine Lucas, Tiffany Simmons, Joel Crawford, Chris Turner, Rachel Backer, Kerri Cangemi, Allison Delp, Kelly Schwab, Jeremy Barney

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

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

DESTINATION OF TRAVEL: Anaheim, California and Yucaipa, California

DATES OF TRAVEL: May 5-7, 2025

ACADEMIC BENEFITS TO STUDENTS: 60 5th graders will travel to California for the Disney Imagination Campus Properties of Motion Physics Lab and the Riley Farms American Revolution Simulation. In the Physics lab students will learn how kinetic energy and speed are used to create attractions and gain an understanding of the real-world application of physics. Students will design coasters based on the laws of force and motion then ride a similar attraction and have the chance to modify their designs, back at the Physics Lab, based on their findings. They will design and build 3 prototypes. This program is only open to schools as other visitors aren't allowed in the Physics Lab. The historical simulation at Riley Farms will depict the key events that led to the American Revolution. The students will take on the duties of the soldiers, reenact the battles, and arrive at historically accurate solutions. They will experience a first-hand glimpse of America's past during an historical American Revolution Reenactment. The students will participate and compete in building the most structurally sound roller coaster (that will carry a marble the farthest), applying what they learned from the Physics lab, as well as a history quiz competition at Riley Farms where they collect "tickets" throughout the day for answering historical questions correctly. They will exchange the tickets for the historical prize at the end.

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

- | | | |
|---|---|---|
| <input 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 | <input type="checkbox"/> Scholarship | |

PROPOSED METHOD OF TRANSPORTATION: 91

District-owned vehicles

Transportation approval: _____
 Other **Project Exploration Buses**

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$45,480</u>	<u>526.00.100.1001.6892.114.0000</u> <u>525.00.100.1001.6892.114.0000</u>
Transportation	_____	_____
Meals	_____	_____
Lodging	_____	_____
Substitutes	_____	_____
TOTAL	<u>\$45,480</u>	

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

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

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

COST TO EACH STUDENT \$ 758-could be less if enough money is raised through donations and fundraising or via tax credit donations.

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

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

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

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

SUBMITTED BY: Traci Ronnie 9/9/24
Signature Date

APPROVED BY: [Signature] 9.9.24
Principal/Supervisor Date

[Signature] 10/10/24
Associate Superintendent/Superintendent Date

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

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

SCHOOL: Canyon del Oro High School

ESTIMATED NUMBER OF STUDENTS: 130

NAME OF SCHOOL GROUP/CLUB/ENTITY: Orchestra, Band and Choir

STAFF ADVISOR(S)/CHAPERONES: Toru Tagawa, Ranee Schmuker, Natalie Killom, Dominic San Angelos, Amy Dionise, Grace Ratje, Chris Boney, Laura Kemp, Doug Kemp, Dianne Wilson, Cynthia Jimenez, Jessica Stealey, Crissi Petersen, Jim Phillips, Lizabeth Loehr, Amanda Campion, Dave Payne, Mike Flores, Rosalee Blair, Fred Petersen

ABSENCE: # Days 3 Sub Required: Yes No # of School Days Missed 2

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Competition for rating at the Forum Music Festival for Orchestra, Band and Choir groups on March 28, 2025. On Saturday, March 29, students will participate the Disneyland Imagination Campus Workshop.

DESTINATION OF TRAVEL: Anaheim, CA

DATES OF TRAVEL: March 27, 2025 - March 30, 2025

ACADEMIC BENEFITS TO STUDENTS: Students will perform in an adjudicated festival and receive a rating compared to other orchestra/band/choir programs from throughout the state.

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

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

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Mountain View Tour Bus

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$18,000</u> \$300	<u>526.00.610.1001.6892.282.0000</u> Orchestra and Band Booster Club
Transportation	<u>\$15,000</u> \$5000	<u>526.00.410.2710.6519.282.0000</u> Orchestra, Choir, Band Booster Club
Meals	<u>\$12,000</u> _____	<u>Orchestra, Choir, Band Booster Club</u>
Lodging	<u>\$21,000</u> \$10,500	<u>525.00.610.2190.6892.282.0000</u> Orchestra, Choir, Band Booster Club
Substitutes	<u>\$1,200</u>	<u>526.00.610.2190.6105.282.0000</u>
Disneyland Tickets	\$27,000	<u>Orchestra, Choir, Band Booster Club</u>
TOTAL	<u>\$110,000</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? No

IF SO, SOURCE & AMOUNTS: _____

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

HOW ARE CHAPERONE EXPENSES PAID? On their own

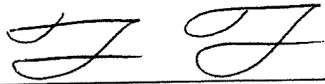
COST TO EACH STUDENT \$800

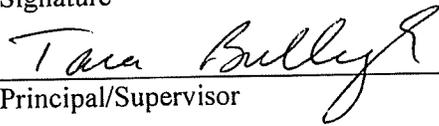
HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Orchestra, Band and Choir Tax Credit, Booster Club

FUNDING SOURCE(S): Orchestra, Band and Choir Tax Credit, Booster Club

FUNDRAISING ACTIVITIES PLANNED (If applicable):

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

SUBMITTED BY:  10/17/24
Signature Date

APPROVED BY:  10/17/24
Principal/Supervisor Date

 10/18/2021
Associate Superintendent/Supintendent Date

10/7/24

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: **Ironwood Ridge High School**

ESTIMATED NUMBER OF STUDENTS: 12

NAME OF SCHOOL GROUP/CLUB/ENTITY: **Girls Basketball**

STAFF ADVISOR(S)/CHAPERONES: **Daron Cross, Pam Elslager, Jon Elslager and Mike Walter**

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: **Basketball Tournament-Franklin Girls Basketball Classic**

DESTINATION OF TRAVEL: **900 Resler Dr. El Paso, TX, 79912**

DATES OF TRAVEL: **December 5-7, 2024**

ACADEMIC BENEFITS TO STUDENTS: **The student-athletes will have a study hall for 2 hours on Friday 12/6. They will assist each other with any tutoring needs. The girls' basketball program has averaged a 4.0 GPA or higher since becoming coach in 2019. This trip will help bond the team together and learn how to play together against tougher competition. This trip also allows exposure to college scouts that may be in attendance.**

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

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

PROPOSED METHOD OF TRANSPORTATION:

- District-owned vehicles
 Transportation approval: _____
 Other

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$300.00</u>	<u>526.00.620.1001.6892.280.0000</u>
Transportation	<u>\$350.00</u>	<u>Booster Funded</u>
Meals	<u>\$400.00</u>	<u>Booster Funded</u>
Lodging	<u>\$900.00</u>	<u>526.00.620.2190.6892.280.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$1,950.00</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **No**

IF SO, SOURCE & AMOUNTS: _____

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

HOW ARE CHAPERONE EXPENSES PAID? **Self**

COST TO EACH STUDENT \$ **0**

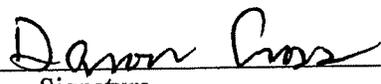
HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **Booster Club**

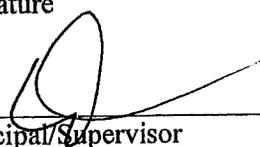
FUNDING SOURCE(S): **Booster Club**

FUNDRAISING ACTIVITIES PLANNED (If applicable):

Yes

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

SUBMITTED BY:  9/30/24
Signature Date

APPROVED BY:  12-14-24
Principal/Supervisor Date

 12/17/2024
Associate Superintendent/Superintendent Date



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

DATE OF MEETING: **October 22, 2024**

TITLE: **Presentation on Facility Support Services Operations in the Amphitheater School District**

BACKGROUND:

This presentation is to inform the Governing Board on the current operations of the Facilities Support Services Department.

RECOMMENDATION:

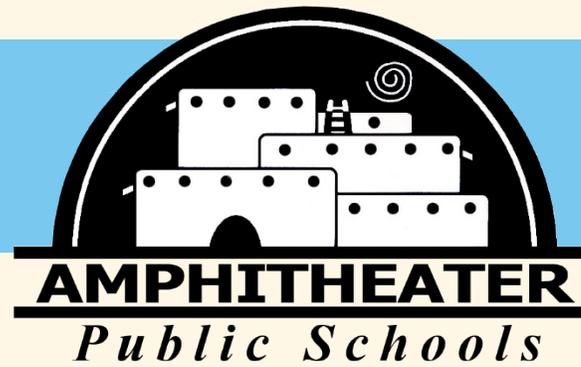
This is presented for the Governing Board's information.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

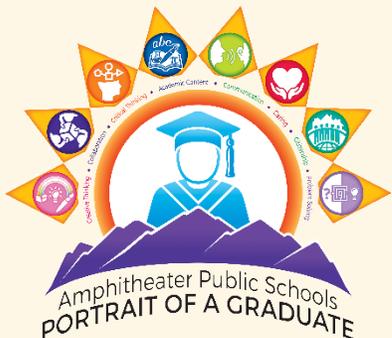
Date: October 14, 2024

Todd A. Jaeger, J.D., Superintendent



October 22, 2024

Facility Support Services





FSS Facility & Vehicles





Vehicles & Equipment



101





Facility Support Services (FSS)

- Maintains the District's 2.8 million square feet of buildings
 - 21 school campuses
 - 4 District support centers - Wetmore Center, Facility Support, Food/Transportation & Warehouse/Printing & Graphics
 - Maintains the District's 505 acres of property
 - Process 7,500 service request work orders/year
 - Complete 1,000 plus preventative maintenance work orders/year
 - Ensures District facilities are in compliance with all governmental agency regulations – Well Water Reports, Annual Fire Alarm Certifications, Fire Marshall Inspections, Elevator Inspections
 - Support students and staff at school events



FSS Management Team

Director of Facilities – Thomas Gill

Building Systems Manager – Adrian Duarte

Ground Manager – Kyle Pruitt

FSS team provides repair services and preventative maintenance services with in-house staff supplemented with contracted service vendors.



FSS Organizational Structure

- Building Maintenance, FSS Procurement & FSS Warehouse – Tom Gill
- Building Systems – Adrian Duarte
- Grounds – Kyle Pruitt
- 24 Hour On-Call Service – Team Member Rotation

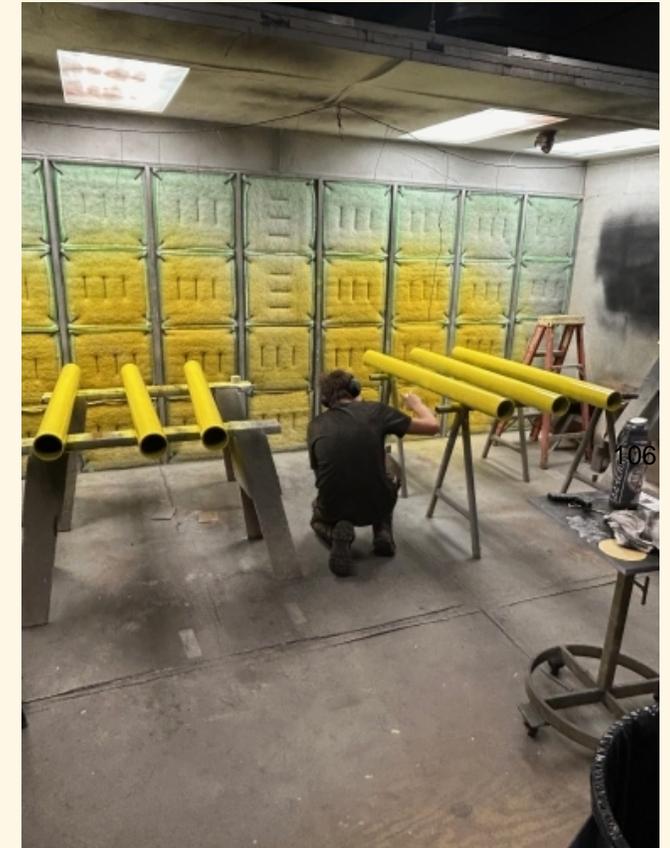


Building Maintenance

- Maintenance & Carpentry Shop – Daniel Waters (Facilities Proj. Coord.)
 - 5 Maintenance Tech II team members
 - 1 (vacant) Carpenter
 - 3 Maintenance Tech II team members at AHS, CDO & IRHS
- PM & Paint Shop – Robert Robles (Lead Facilities Tech)
 - 6 (2 vacant) Maintenance Tech II team members
 - 2 (1 vacant) Painter team members
- Lock Shop/Key Control – Chad Guymon (Locksmith)
 - 1 Maintenance Tech II



Building maintenance division team performs corrective actions in their respective areas of expertise, perform scheduled preventive maintenance routines and manage small construction projects





Building Systems

- Electrical Shop – Robert Wacker (Lead Electrician)
 - 5 (0.5 FTE vacant) Electrician team members
 - 1 Maintenance Tech II
 - Electronics Shop – Dave Polm (Electronics Technician)
 - 1 Maintenance Tech (1 vacant)
- HVAC Shop – Jesus Medina (Lead Refrigeration Mechanic III)
 - 4 (1 vacant) Refrigeration Mechanic III team members
 - 2 (1 vacant) Refrigeration Mechanic II team members
- Plumbing Shop – Lead position vacant, interim lead is Robert Robles
 - 1 Plumber (vacant)
- Building Automation Shop – David Rudd (Electronics Technician)



Building systems team is responsible for the safe operations of electrical systems, lighting controls, fire alarms systems, PA systems, electronic access controls, HVAC equipment (i.e. package units, chillers, cooling towers, boilers, etc.) energy management control systems (EMCS), plumbing systems, kitchen equipment and other building systems.





Warehouse

Lock Shop





Carpentry Shop

Welding Shop





Grounds

- Grounds Shop – Richard Perez (Lead Groundskeeper II)
 - 8 (1 vacant) Groundskeeper II team members
 - 14 Groundskeeper I team members
- Irrigation Shop – Manny Garcia (Lead Irrigation Mechanic)
 - 1 Irrigation Mechanic
 - 1 Maintenance Tech II
- Mechanic Shop – Johnathon Cross (Grounds mechanic)



Grounds team is responsible for the maintenance of all District grounds, including competition athletic fields, practice fields, well sites/equipment, irrigation systems and small equipment repair. Team members are site based at high school locations and roving crews which travel to sites. Ground maintenance of eleven elementary school sites and three support sites are performed by the District's contracted service provider, Santa Rita Landscaping.





Additional Support

- The FSS team members provide additional support to schools for events on campus and in the community. Some examples are:
 - Elementary School Art Show at Tucson Mall
 - Stages/equipment set up for school programs
 - Graduation & promotion stage set up, chairs and equipment





FSS Team – AHS Graduation 2023





Questions?



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

DATE OF MEETING: October 22, 2024

TITLE: Resolution Declaring the Third Friday of November as “School District Substitute Employee Day”

BACKGROUND:

Substitute Educator's Day is observed across the country on the third Friday of each November. The recognition, which was instituted by the National Education Association (NEA), seeks to highlight the importance of substitute employees' contributions to the education system.

This year, School District Substitute Employee Day will be observed on Friday, November 15, 2024. The attached Resolution serves to set that day apart in the Amphitheater School District.

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the attached Resolution.

INITIATED BY:

Todd A. Jaeger, J.D., Superintendent

Date: October 10, 2024

**A RESOLUTION OF THE GOVERNING BOARD
OF AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA,
RECOGNIZING SUBSTITUTE EMPLOYEE DAY**

WHEREAS, school district substitute employees are essential to the education of our children and deserve recognition and respect from the community; and

WHEREAS, school district substitute employees provide continuity in classrooms and at sites, support learning environments and help maintain our District’s educational agenda when teachers and support staff need to be absent, and

WHEREAS, stepping in to replace a teacher or staff member can present new challenges each time a substitute employee accepts an assignment; and

WHEREAS, school district substitute employees must be very flexible in order to adapt to different work environments as well as command the respect of the young people and colleagues they may be interacting with on a given day; and

WHEREAS, school districts throughout the world rely on substitute employees to maintain stability and serve students and families;

WHEREAS, the Amphitheater Public School District greatly values its substitute employees who serve as teachers in classrooms and as support staff at school and District offices; and

WHEREAS, the Governing Board sincerely believes that the appreciation of substitute employees should be ongoing and not limited to one day per year, but yet also recognizes the value that highlighting a particular date for recognition focuses public attention on the efforts of substitute employees; and

NOW, THEREFORE, BE IT RESOLVED by the Amphitheater Unified School District No. 10 Governing Board that the District hereby set apart Friday, November 15, 2024 as “School District Substitute Employee Day” in the District.

PASSED AND ADOPTED by the Governing Board this 22nd day of October 2024.

Governing Board Members:

Scott K. Baker, Ph.D.
President

Susan Zibrat
Vice President

Vicki Cox Golder

Deanna M. Day, M.Ed.

Matthew A. Kopec