

Final Posting: Friday, November 8, 2024 at 4:00pm

**REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD**

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

**Tuesday, November 12, 2024**

**5:15 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.

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<sup>3</sup> Details are available in the offices of the Associate Superintendents and Chief Financial Officer.

<sup>4</sup> 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. **EXECUTIVE SESSION\***

4

1. Motion to Recess Open Meeting and Hold an Executive Session for  
A. Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30076961

3. **RECONVENE PUBLIC MEETING**

4. **PLEDGE OF ALLEGIANCE**

Canyon del Oro High School Students

5. **RECOGNITION OF STUDENT ART**

Canyon del Oro High School Students

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

Tuesday, December 10, 2024 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**

- |   |    |
|---|----|
| A. Recognition of 2024 Young Women of Impact Award Winner                         | 5  |
| B. Recognition of National Merit Scholarship Commended Students and Semifinalists | 6  |
| C. Recognition of Ironwood Ridge 2024 Girls Cross Country Team State Runner-Up    | 7  |
| D. Presentation of Distinguished Service Awards                                   | 8  |
| E. Recognition of 2024 Northern Arizona University President's Alumni Award       | 9  |
| F. Recognition of 2024-2025 Arizona Circle of Excellence Award Winner             | 10 |

8. **INFORMATION<sup>2</sup>**

- |                                    |    |
|------------------------------------|----|
| A. Superintendent's Report         | 11 |
| B. Status of Construction Projects | 24 |

9. **PUBLIC COMMENT<sup>1</sup>** (30 Minutes Maximum)

10. **CONSENT AGENDA<sup>3</sup>**

- |  |    |
|--|----|
| A. Approval of Appointment of Non-Administrative Personnel   | 38 |
| B. Approval of Personnel Changes   | 41 |
| C. Approval of Leave(s) of Absence   | 45 |
| D. Approval of Separation(s) and Termination(s)  | 47 |
| E. Approval of Stipend for Coaching Volunteers   | 50 |
| F. Approval of Minutes of Previous Meeting(s)  | 52 |
| G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,445,197.57                        | 68 |
| H. Acceptance of Gifts   | 69 |
| I. Approval of Parent Support Organization(s) - 2024-2025  | 71 |
| J. Receipt of September 2024 Report on School Auxiliary and Club Balances                              | 78 |
| K. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants | 87 |
| L. Approval of Out of State Travel   |    |

11. **STUDY<sup>4</sup>**

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A. Presentation on District Data as it relates to the School A-F Letter Grades	168
12. <b><u>STUDY/ACTION</u></b>	
A. Approval of District Format and Study of Evaluation Guidelines	186
B. Study, Discussion, and Approval of Governing Board Vote on Recommended Revisions to the Arizona School Boards Association Bylaws	207
13. <b><u>ACTION</u></b>	
A. Resolution Declaring the Tuesday Before Thanksgiving as “Kindness Day”	222
14. <b><u>EXECUTIVE SESSION</u></b>	<b><u>224</u></b>
1. Motion to Recess Open Meeting and Hold an Executive Session for:	
A. Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the District Regarding Federal Tax Compliance Issues, Pursuant to A.R.S. § 38-431.03(A)(3)	
B. Discussion Pertaining to the Employment of the Superintendent, and in Accordance with His Terms of Employment May Include an Annual Evaluation of His Performance, Pursuant to A.R.S. § 38-431.03(A)(1)	
15. <b><u>RECONVENE PUBLIC MEETING</u></b>	
16. <b><u>PUBLIC COMMENT</u></b> <sup>1</sup> (30 Minutes Maximum)	
17. <b><u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u></b>	
18. <b><u>ADJOURNMENT</u></b>	

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

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

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**DATE OF MEETING:**      November 12, 2024

**TITLE:**                  Executive Session

- 1. Motion to Recess Open Meeting and Hold an Executive Session for**
  - A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer’s Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30076961**

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**RECOMMENDATION:**

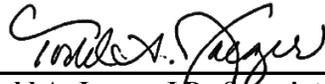
The Administration recommends the Board convene an executive session for the purpose of discussing the matters identified above as permitted by A.R.S. § 15-843 (A).

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**INITIATED BY:**

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**Date: November 4, 2024**

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



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Recognition of 2024 Young Woman of Impact Award Winner

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**BACKGROUND:**

Each year the University of Arizona recognizes Women of Impact in the community who embody the University of Arizona's mission and values of integrity, compassion, exploration, adaptability, inclusivity, and determination. Additionally, honorees are selected based on their willingness to empower others, impact on their campus or community, and commitment to embracing educational opportunities and defining goals for the future. For the second year in a row, the University of Arizona has expanded their campaign to recognize outstanding high school students across Pima County, Cochise, and Santa Cruz counties.

Amphitheater High School senior, **Phoebe Brown** was named a 2024 Young Woman of Impact. Phoebe and the 28 other Young Women of Impact are being celebrated at an awards ceremony on November 7, 2024. A CDO Senior is also receiving this award and will be recognized at a later Board meeting.

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**RECOMMENDATION:**

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

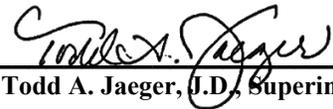
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**INITIATED BY:**



Jen Anderson  
Executive Assistant to the Superintendent & Governing Board

Date: November 1, 2024



Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** November 12, 2024

**TITLE:** Recognition of National Merit Scholarship Commended Students and Semifinalists

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**BACKGROUND:**

We are proud to recognize the following students for being named National Merit Scholarship Commended Students and Semifinalists:

**National Merit Scholarship Commended Students:**

**Scarlett Bakken**, Canyon del Oro High School  
**Gavin Phillips**, Canyon del Oro High School

**Grace Chen**, Ironwood Ridge High School  
**Lucy Waddell**, Ironwood Ridge High School

**National Merit Scholarship Semifinalists:**

**Adam Boney**, Canyon del Oro High School  
**Riley Goodwin**, Canyon del Oro High School

Students qualify to become semifinalists based on their scores on the Preliminary Scholastic Aptitude Test/National Merit Scholarship Qualifying Test ([PSAT/NMSQT®](#)). Nationwide, this group of approximately 16,000 semifinalists represent less than one percent of all U.S. high school seniors. These very bright and talented young students have a chance to compete for nearly \$31 million in scholarship money for college.

To become a finalist, the students and their schools must submit a detailed scholarship application providing information about their academic achievements, community projects, leadership experience, employment, and honors they have received.

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**RECOMMENDATION:**

This item is presented for the Governing Board's recognition.

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**INITIATED BY:**

**Matt P. Munger**  
Associate Superintendent for Secondary Education

**Date: October 24, 2024**

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



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Recognition of Ironwood Ridge High School 2024 Girls Cross Country Division II State Team Runner Up

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**BACKGROUND:**

The AIA State Championship Cross Country Meet was held on November 2<sup>nd</sup>, 2024 in Phoenix, Arizona. Ironwood Ridge High School finished as runner up with a team score of 94 points.

**Division II Girls Cross Country State Team Runner Up:**

<b>Sorella Natale</b>	<b>Junior</b>
<b>Abigail Schultz</b>	<b>Junior</b>
<b>Jessica Richardson</b>	<b>Sophomore</b>
<b>Olivia Sawyer</b>	<b>Sophomore</b>
<b>Sophia Cappozzo</b>	<b>Freshman</b>
<b>Kelsey Konishi</b>	<b>Freshman</b>
<b>Sophia Simmons</b>	<b>Freshman</b>
<b>Michael Smith</b>	<b>Head Coach</b>
<b>Bob Jones</b>	<b>Head Coach</b>
<b>Zoe Johnson</b>	<b>Volunteer Coach</b>
<b>Brittany Merrill</b>	<b>Volunteer Coach</b>
<b>Tom Taylor</b>	<b>Volunteer Coach</b>
<b>RoseMarie Smith</b>	<b>Volunteer Coach</b>

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Armando Soto, Director of Interscholastic

Date: November 4, 2024

Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Presentation of Distinguished Service Awards

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**BACKGROUND:**

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

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

- Thelma Serrano, Secretary, Amphitheater High School
- Brian Donahue, P.E. Teacher, Walker Elementary School

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Jen Anderson*

Jen Anderson,  
Executive Assistant to the Superintendent and Governing Board

Date: November 1, 2024

*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Recognition of 2024 Northern Arizona University President's Alumni Award

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**BACKGROUND:**

Each year Northern Arizona University honors an exceptional alumnus from each academic college with a President's Alumni Award. The award highlights alumni whose service and accomplishments embody the university's tradition of excellence.

This year's recipient of the President's Alumni Award from the College of Education is **Robyn Yewell**, REACH teacher from Canyon del Oro High School. Ms. Yewell holds three master's degrees from Northern Arizona University and has been a teacher in the Amphitheater District for 13 years. Ms. Yewell was also inducted into the NAU Hall of Fame. She was recognized at a ceremony on October 18<sup>th</sup>, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

  
Jen Anderson,

Executive Assistant to the Superintendent & Governing Board

Date: October 30, 2024

  
Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Recognition of 2024-2025 Arizona Circle of Excellence Award Winner

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**BACKGROUND:**

Cognia Arizona annually awards an Arizona Circle of Excellence award to outstanding leaders in the education community. The AZ Excellence in Education Award is presented to leaders who are committed to improving children's educational opportunities.

This year's Arizona Circle of Excellence Award Winner is **Annette Orelup**, Principal of Keeling Elementary.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Tassi Call*

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Tassi Call, Associate Superintendent for Elementary Education K-5

Date: October 30, 2024

*Todd A. Jaeger*

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Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Superintendent's Report

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**BACKGROUND:**

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

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**RECOMMENDATION:**

This item is presented for the Board's information.

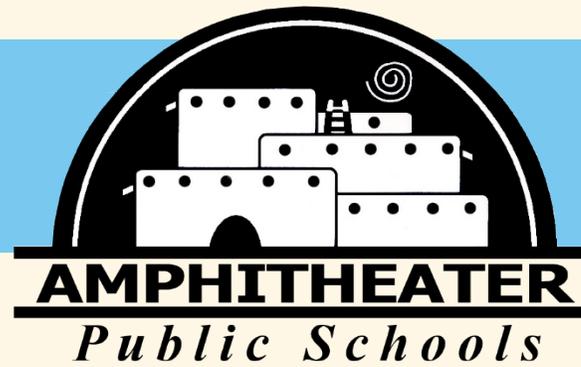
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**INITIATED BY:**

**Date:** October 30, 2024

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Todd A. Jaeger, J.D., Superintendent



November 12, 2024

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# Superintendent's Report





# Around Our Schools



Several of our schools honored veterans on Friday. At left, Wilson K-8 School held its annual Veterans Day assembly. The orchestra and choir performed to honor the many veterans and guests who attended this special event. This event is distinguished by a goosebump-inducing moment when the entire student body suddenly rises to join the choir in singing a thank-you song as they face an audience of veterans. At right, Donaldson Elementary celebrated Veterans Day with a special breakfast and performances for honored guests -- veterans and the families of Donaldson Dolphins.



# Around Our Schools



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This is High School: Fifth-graders from Keeling, Prince, Nash, Holaway, Rio Vista, and Walker K-8 visited Amphitheater High School last week for a glimpse into their future as high school students. They explored Career and Technical Education (CTE) programs and received a warm welcome from Amphi High's students and staff. Visits for other fifth-grade classes to CDO and Ironwood Ridge High School are coming soon.



# Around Our Schools



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Kindergartners from Donaldson, Holaway, Keeling, and Prince Elementary schools got a chance to trick-or-treat through the Wetmore offices on Halloween. This is always a fun tradition for the kids and the adults at Wetmore!



# Around Our Schools



Staff from Wetmore and at Rillito also gathered to celebrate Halloween with students at the Rillito Center.



# Around Our Schools



Ironwood Ridge High School's seniors celebrated their final year with a beautiful Senior Sunrise on October 30. A chilly morning was warmed up with hot drinks and bagels as the Nighthawk seniors marked this memorable moment together.



# Congratulations!



Tucson Values Teachers presented Cross Middle School's Ethnee Taylor with the Raytheon Leader in Education Award for Middle School last week. Ms. Taylor has been teaching for 18 years and is currently teaching Eighth-grade Science.



# Congratulations!



Congratulations to Innovation Academy teacher Erin Engelhard, who was named a 2024 Arizona Bowl Extra Yard for Teachers Award recipient. Ms. Engelhard is one of 20 winners in the state and was a unanimous choice by the Arizona Bowl committee.



# Proud of Our Students!



On Saturday, Ironwood Ridge hosted a state-wide Model UN event and competed against teams throughout Arizona. Ironwood Ridge's team is held in high regard by teams throughout Southern Arizona and at the University of Arizona.





# Proud of Our Students!

## CDO Chess Team at State

CDO's Chess team qualified for State and competing this weekend in the first round. CDO's team competed alongside 27 other teams from across Arizona. There are only 4 chess teams in Pima County.

(No pictures are available, as they were not permitted in the tournament area.)





# Proud of Our Students!

## Other Competitions:

- The CDO and Ironwood Ridge football teams have qualified for the 1st round of State Championship playoffs. CDO will travel to Snowflake on Friday, while Ironwood Ridge will host Raymond S. Kellis at home.
- Ironwood Ridge Band took 1st Place and CDO Band took 3rd place in the 3A Division competition at the annual University of Arizona Band Day.



# Thank you, Amphi Voters!

## PROPOSITION 412 – Amphitheater Bonds

Bond Approval, Yes	33,653
Bond Approval, No	26,652

## PROPOSITION 413 - Amphitheater Override

Budget Override Continuation, Yes	33,170
Budget Override Continuation, No	27,423

23

Pima County Elections Department indicates that they "hope to finish all the ballots we have in our office" by tomorrow. They have a little over 53K late early ballots in their office. The Recorder also still has roughly 10K early and provisional ballots.

The Recorder must complete provisional ballots by Friday.

The Pima County Board of Supervisors are working on scheduling a special virtual meeting on November 21 at 9:00am with the purpose of canvassing the general election.

**Thank you, also, to LEAP AHEAD, Beth Lake and Patsy Harris, co-chairs!**



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Status of Construction Projects

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**BACKGROUND:**

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

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**RECOMMENDATION:**

For information and discussion only.

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**INITIATED BY:**

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: October 29, 2024

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

Todd A. Jaeger, J.D., Superintendent

**Status of Construction Projects**  
**11.12.24 Governing Board Meeting**

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

**AHS:**

**Bond Projects**

Back Up Generators for MDF Rooms – Spring '25 Project \$235,511

Computer Lab HVAC Controls & Panther Hall Boiler \$55,821  
- 90 % Complete

**BRG Projects**

CP # 3 Hot Water Line Replacement Construction \$343,704  
- Phase Grant Funding Approved

**Campus Roof Replacements**

PH I, East Campus – Design - Complete \$71,940  
PH II, West Campus – Construction \$3,250,796  
- Phase Grant Funding Requested

CP # 2 Hot Water Line Replacement Construction \$414,781  
- 20 % Complete

800 Building HVAC Conversion Construction \$361,251  
- 75% Complete

South Gym HVAC Conversion Design – Complete \$24,915

CP # 3 Chiller Replacement – Phase Grant Approved \$567,251

**CDO:**

**BRG Projects**

Campus Weatherization Design	
- PH I, W Campus – Phase Grant Funding Requested	\$8,130
- PH II, E Campus – Phase Grant Funding Requested	\$7,860
North Gym Evaporative Cooler to A/C Conversion	\$1,208,101
- Complete	
Fire Alarm Replacement	\$1,996,169
- Design 90% Complete	
Main Electric Fee Conductor Replacement	\$37,935
- Phase Grant Funding Requested	
Fire Alarm Monitoring Cellular Conversion	\$2,073
- Phase Grant Funding Requested	
Domestic Water Main Line Replacement Assessment	\$7,105
- Grant Request Submitted	

**IRHS:**

**Bond Projects**

Theater & Gym Bleacher Repairs/Replacement	\$35,2312
- Bleacher Repairs Complete	
- Theater Seating February Project	
Access Controls – Admin, Library & MPR	\$65,043

**AMS:**

**Bond Projects**

Exterior Door Painting – Complete	\$15,947
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**BRG Projects**

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

Fire Alarm System Replacement \$1,095,437  
- Phase Grant Approved

400 & 800 Buildings Roof Repairs \$1,720  
- Phase Grant Approved

**Copper Creek:**

**Bond Projects**

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

**BRG Projects**

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

Cooling Tower Replacement \$539,257  
- Phase Grant Funding Approved

MPR Exterior High Vents Weatherization \$9,020  
- Phase Grant Funding Requested

**Cross:**

**Bond Projects**

Classroom 503 Sink Replacement- Complete \$5,473

MPR Partition Wall Repair – Winter Break Project \$6,945

**BRG Projects**

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

**Donaldson**

**BRG Projects**

Fire Alarm Monitoring Cellular Conversion

- Grant Request Submitted

**Harelson:**

**BRG Projects**

Campus Roof Assessment – Complete

\$6,705

- Design Phase Grant Funding Requested

**Innovation:**

**BRG Projects**

Central Plant Chiller Replacement Construction

\$1,099,133

- Chillers Ordered (\$605k BRG Funds/\$495k Bond Funds)

**Keeling:**

**BRG Projects**

MPR VCT Floor Replacement – Phase Grant Requested

\$42,452

**La Cima:**

**Bond Projects**

Central Plant Controls Upgrade – Complete

\$44,829

**BRG Projects**

Campus Weatherization Design – Complete

\$33,920

Campus Roof Replacement Construction

- North Phase – Grant Funding Approved \$674,718
- South Phase - Phase Grant Funding Requested \$601,138
- MPR Phase – Phase Grant Funding Requested \$1,653,475

Classroom Buildings Roof Leak Repair

\$99,556

- 80 % Complete

MPR Floor Cracking Assessment – Phase Grant Requested

**Land Lab:**

**Bond Projects**

Drainage Sitework – Complete \$9,364

**BRG Projects**

Fire Alarm Replacement Phase Grant Approved \$134,103

**Mesa Verde**

**Bond Projects**

Security Gate Replacement - Complete \$7,482

**BRG Projects**

Campus Weatherization Assessment \$9,695  
Phase Grant Funding Requested

**Nash:**

**BRG Projects**

Campus Roof Assessment – Complete \$7,705  
- Design Phase Grant Funding Requested

Building H Roof Leak Repairs \$4,150  
- Phase Grant Funding Approved

Fire Alarm Monitoring Cellular Conversion \$2,073  
- Phase Grant Funding Requested

**Painted Sky:**

**BRG Projects**

Boiler # 2 Replacement Design – PO Issued \$19,315  
- Amendment (CO # 1) Approved \$3,950  
- 90% Complete

Campus Weatherization Assessment – Complete - Design Phase Grant Funding Requested	\$9,405
Campus Roof Replacement Assessment - Complete	\$8,465
Campus Roof Repairs – Grant Application Approved - Construction Phase Grant Funding Requested	\$18,597

**Prince:**

**BRG Projects**

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

**Rio Vista**

**BRG Projects**

Roof Counter Flashing Repairs – Phase Grant Funding Requested

**Walker**

**BRG Projects**

Walkway Ramada Painting – Complete \$26,401

**BRG Projects**

Roof Replacement Assessment – Phase Grant Funding Requested

Roof Leak Repairs – Phase Grant Funding Approved \$2,555

**Wilson:**

**BRG Projects**

MPR Stage HVAC Replacement Construction	\$246,820
- Complete	
MPR Buildings Roof Replacement	\$1,949,989
- Phase Grant Funding Requested	
Building Hot Water Line Replacement Construction	\$1,537,638
- Complete	
Campus Weatherization Assessment – Complete	\$12,065
- Design Phase Grant Funding Requested	
MPR Water Heater Replacement	\$26,257
– Complete	



November 12, 2024

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# Status of Construction Projects

## Highlights

### BRG & Bond Funds





- Amphitheater High School Panther Hall Boiler Replacement – Bond Funds



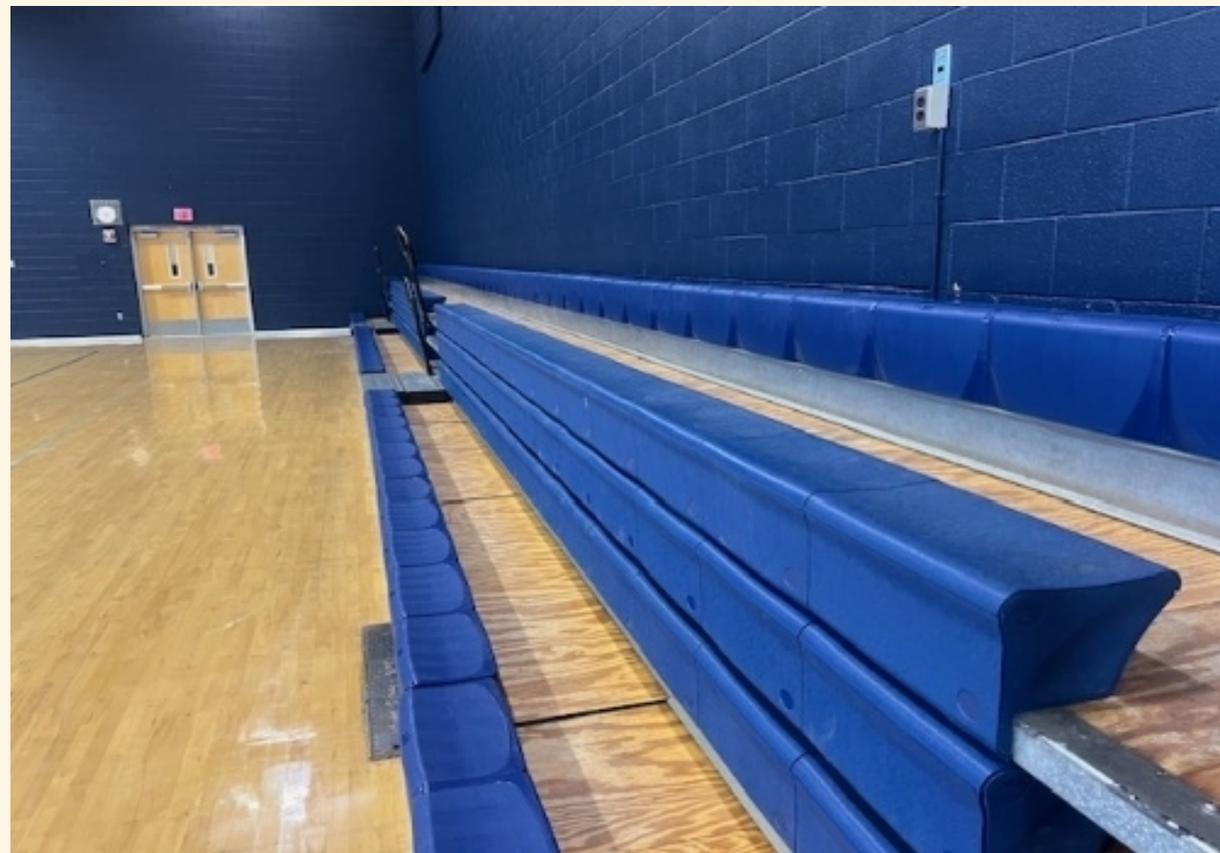


- Amphitheater Middle School Exterior Door Painting – Bond Funds





- Ironwood Ridge High School Small Gym Bleacher Seating Repairs – Bond Funds





- Walker Elementary School Walkway Ramada Repairs & Painting – Bond Funds





## Sept. & Oct. 2024 SFD BRG Phase Grant Funding Awards

La Cima North Academic Phase Roof Replacement	\$ 674,718
Amphi MS 400 & 800 Buildings Roof Repairs	\$ 1,720
Walker Roof Repairs	\$ 2,555
Amphi MS Fire Alarm Replacement	\$1,095,437
AHS Welding Lab & Auto Classroom HVAC Change Order	\$ 24,403

September & October '24 Funding \$1,798,833

SY '24 – '25 New Grant Funding \$6,091,491



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

---

**DATE OF MEETING:**      **November 12, 2024**

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

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**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 November 1, 2024.

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**RECOMMENDATION:**

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

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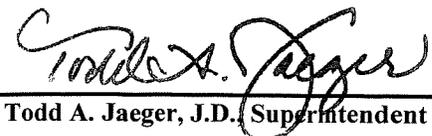
**INITIATED BY:**



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**John Hastings, Director of Human Resources**

**Date: November 1, 2024**



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

11/12/2024

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Hoyos	Ballesteros Yuvitza	Teacher - Special Education Presc	CT	Nash Elementary	CTT-MA	10 years	Replacement	Ms. Jarrett	
Parker	Ergis	Teacher - Special Education Presc	CT	Copper Creek Elementary	CTT-MA	5 years	Replacement	Ms. Hillig	
Leikem	Tammy	School Nurse	CL-PR	Amphi High School	NURS-BA	5 years	Replacement	Mr. Malis	
Blackwell	Montanna	Transportation Attendant	CL	Transportation	1	3 years	Replacement	Ms. Frye-George	
Giffney	Pati	School Administrative Assistant	CL	Prince Elementary	6	5+ years	Replacement	Ms. Doyle	
Guadian	Oliva	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Holt	James	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	0 years	Replacement	Mr. Szczepaniak	
Jones-Westerbeck	Christina	Bus Driver Trainee	CL	Transportation			Rescind		
Miramon	Jesus	Custodian I	CL	Copper Creek Elementary	2	2 years	Replacement	Ms. Hillig	
Odom	Joaquin	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Russell	Claire	Food Service Attendant	CL	Walker Elementary	1	5+ years	Replacement	Mr. Greeson	
Russell	Sonjna	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Ryberg	Melissa	Custodian I	CL	La Cima Middle School	2	0 years	Replacement	Mr. Humphreys	39
Safford	Steven	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Silva-Catbagan	Mia	Classroom Aide/Caregiver	CL	Mesa Verde Elementary	2	0 years	Replacement	Mr. Ripp	
Vazquez	Isaias	Groundskeeper II	CL	Facilities Support	5	0 years	Replacement	Mr. Gill	
Bressi	Dominick	Student Worker	ASW	CDO High School			New		*\$14.35 per hour
Bradley	John	Special Events Worker	ADDM	CDO High School			Rehire		\$14.35 per hour
Viana Cachoeira	SCharles	Special Events Worker	ADDM	CDO High School			New		\$14.35 per hour
Williams	Travis	Special Events Worker	ADDM	CDO High School			New		\$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

11/12/2024  
 GOVERNING BOARD MEETING  
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Aly	Marwa		CT		10/15/2024	
Bauer	Zachary		CT		10/22/2024	
Dylla	Collin		CT		10/16/2024	
Encinas	Julian		CT		10/16/2024	
Engler	Fynisa		CT		10/21/2024	
Gates	Kathryn		CT		10/17/2024	
Jones	Carolyn		CT		10/17/2024	
Laird	Cara		CT		10/22/2024	
Moats	Deanna		CT		10/18/2024	
Rockow	James		CT		10/16/2024	
Thomas	Indira		CT		10/16/2024	
Woolstenhulme	Kadyn		CT		10/21/2024	

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Alarcon	Julian		CL		10/21/2024	
Haddock	Angelica		CL		10/21/2024	
Hoyt	Kristin		CL		10/22/2024	
Jarvis	Jayna		CL		10/17/2024	
Potts	Samantha		CL		10/21/2024	

AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Approval of Personnel Changes

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of November 1, 2024.

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**RECOMMENDATION:**

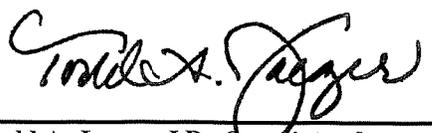
It is the recommendation of the Administration that the personnel changes be approved as presented.

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**INITIATED BY:**

  
John Hastings, Director of Human Resources

Date: November 1, 2024

  
Todd A. Jaeger, J.D., Superintendent

11/12/2024

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Murray	Heather	Speech/Language Pathologist	CT-PR	Wetmore Center	Promotion	SLP	0 years	
Becker-Roher	Judith	Teacher - AVID	CT	Amphi High School	Added Duty			\$8,179.88
Beuthin	Kevin	Teacher - History	CT	Amphi High School	Added Duty			\$8,688.89
Carson	Cara	Teacher - Special Education Resourc	CT	La Cima Middle School	Additional Position			\$7,210.25
Landrith	David	Teacher - History	CT	Amphi High School	Added Duty			\$8,646.91
Padilla	Lisa	Teacher - AVID	CT	Amphi High School	Added Duty			\$7,508.28
Rini	Kaitlyn	Teacher - English	CT	Ironwood Ridge High	Added Duty			\$10,030.25
Miller	Mitchell	Computer Repair Technician	CL-RE	CDO High School	Wage Adjustment	12	+\$1.62	
Bejarano	Raul	Computer Network Systems Coordin	CL	Wetmore Center	Wage Adjustment	17	+\$6.30	
Cecena	Sandra	Clerk	CL	Keeling Elementary	Additional Position	1	5 years	0.50 FTE
Contreras	Freddie	Computer Network Systems Coordin	CL	Wetmore Center	Wage Adjustment	17	+\$6.30	
Cuestas	Daniel	Computer Network Systems Coordin	CL	Wetmore Center	Wage Adjustment	17	+\$6.30	
Dempsey	Clifford	Bus Driver Trainee	CL	Transportation	Transfer	1	<\$0.31>	
Dempsey	Clifford	15 Passenger Bus Driver	CL	Transportation	Promotion	9	0 years	
Dominguez	Dominique	Computer Repair Technician	CL	Wetmore Center	Wage Adjustment	12	+\$2.16	
Durham	Deborah	ECHO Afterschool Aide/Caregiver	CL	Nash Elementary	Increase FTE			<0.70 FTE>
Frank	Thomas	Computer Repair Technician	CL	Amphi High School	Wage Adjustment	12	+\$1.08	
Gaspari	Tracy	Registrar - Middle School	CL	Wilson K-8 School	Transfer	2	N/A	
Gomez	Jennifer	Food Service Attendant	CL	CDO High School	Transfer	1	N/A	Site change
Grijalva	Ada	Transportation Attendant	CL	Transportation	Transfer	1	<\$0.15>	
Harris	Brooke	Speech/Language Pathology Assista	CL	Rillito Center	Transfer	8	+\$1.55	
Heebsh	Alex	JTED Computer Repair Technician	CL	Wetmore Center	Wage Adjustment	12	+\$2.16	

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Morrison	Claire	Clerk	CL	Wetmore Center	Transfer	1	<\$.15>	
Rodriguez	Paul	Computer Network Systems Installer	CL	Wetmore Center	Wage Adjustment	13	+\$1.62	
Rodriguez DelgadMynor		Custodian I	CL	Walker Elementary	Transfer	2	N/A	
Rowin	Kris	Computer Repair Technician	CL	Wetmore Center	Wage Adjustment	12	+\$1.62	
Salas	Rickey	Preschool Aide/Caregiver	CL	Prince Elementary	Additional Position	1	0 years	\$15.30 per hour
Thomas	Alexandre	Computer Repair Technician	CL	Ironwood Ridge High	Salary Adjustment	12	+\$1.08	
Vasquez	Tanya	Clerk	CL	Keeling Elementary	Additional Position	1	5 years	0.25 FTE
Alzner	David	ADDN - National Honor Society	ADCT	CDO High School	Addendum			\$750.00
Caldwell	Theresa	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum			\$1,425.00
Donahue	Brian	Coach - Soccer Head MS	ADCT	La Cima Middle School	Addendum			\$1,835.37
Ettenger	Kerry	ADDN - National Honor Society	ADCT	CDO High School	Addendum			\$750.00
Freel	John	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum			\$30.00 per hour
Garmon	Guadalupe	ADDN - Certified Tutor	ADCT	Coronado K-8 School	Addendum			\$30.00 per hour
Gerard	Michelle	Coach - Softball Assistant HS	ADCT	CDO High School	Addendum			\$2,591.11
Goldberg	Gina	ADDN - Certified Tutor	ADCT	Nash Elementary	Addendum			\$30.00 per hour
Gritis	Abigail	Coach - Soccer Assistant MS	ADCT	Cross Middle School	Addendum			\$1,511.48
Herron	Candace	ADDN - SpEd Facilitator EL	ADCT	Wilson K-8 School	Addendum			\$809.72
Higgins	Ashley	Coach - 2nd Q. Interscholastic Super	ADCT	Cross Middle School	Addendum			\$500.00
Jenks	Sonja	ADDN - Extra Hours	ADCT	Copper Creek Elementary	Added Duty			\$29.17 per hour
Lee	Auvie	Coach - Soccer Assistant MS	ADCT	Cross Middle School	Addendum			\$1,511.48
Loverde	Emily	ADDN - Student Council EL	ADCT	Copper Creek Elementary	Addendum			\$512.82
Meisner	Kasey	Coach - Basketball Assistant MS	ADCT	Cross Middle School	Addendum			\$1,511.48
Munoz	Makayla	ADDN - Essential Recruit Stipend	ADCT	Holaway Elementary	Addendum			\$3,281.55
Panneck	Jeffery	ADDN - Interscholastic Supervisor	ADCT	La Cima Middle School	Addendum			\$500.00

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Panneck	Jeffery	ADDN - Interscholastic Supervisor	ADCT	La Cima Middle School	Addendum		\$500.00	
Panneck	Jeffrey	ADDN - Interscholastic Supervisor	ADCT	La Cima Middle School	Addendum		\$500.00	
Rojek	Jakub	ADDN - Academic Assistant EL	ADCT	Walker Elementary	Addendum		\$800.00	
Roth	Rachel	Coach - Soccer Head MS	ADCT	Coronado K-8 School	Addendum		\$1,835.37	
Schwingbeck	Michael	ADDN - Interscholastic Activities Mgr	ADCT	Amphi High School	Addendum		\$1,425.00	
Sparlin	Erika	Coach - Cross Country Head MS	ADCT	Coronado K-8 School	Addendum		\$1,835.37	
Steiner	Jake	Coach - Soccer Assistant HS	ADCT	CDO High School	Addendum		\$2,591.11	
Todd	Cary	Coach - Soccer Assistant MS	ADCT	La Cima Middle School	Addendum		\$1,511.48	
Christen	Amber	ADDN - Extra Hours	ADCL	Walker Elementary	Added Duty		\$15.61 per hour	
Hayes	Karen	ADDN - Extra Hours	ADCL	Walker Elementary	Added Duty		\$17.33 per hour	
Lopez Cabrera	Jessica	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$15.30 per hour	
Stevens	Jacklyn	ADDN - Extra Hours	ADCL	Walker Elementary	Added Duty		\$16.20 per hour	
Williams	Samantha	ADDN - Instructional Aide	ADCL	Nash Elementary	Addendum		\$15.30 per hour	

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



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

---

**DATE OF MEETING:**      **November 12, 2024**

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

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**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of November 1, 2024.

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**RECOMMENDATION:**

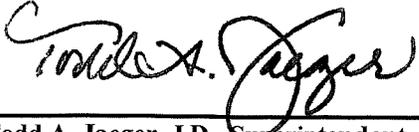
It is the recommendation of the Administration that the leave request(s) be approved as presented.

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**INITIATED BY:**

  
\_\_\_\_\_  
**John Hastings, Director of Human Resources**

**Date: November 1, 2024**

  
\_\_\_\_\_  
**Todd A. Jaeger, J.D., Superintendent**

11/12/2024

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Roberts	Coral	Imagine Preschool Director	CT	Nash Elementary	11/04/2024	Extension
Rose	Stileda	Counselor	CT	Amphi High School	10/18/2024	End
Tuo	Alexis	Teacher - Literacy Intervention	CT	Walker Elementary	10/17/2024	Start
Althouse	V E	Budget Technician	CL	Wetmore Center	10/11/2024	End
Amaya	Karmeen	Registrar - Middle School	CL	La Cima Middle School	09/23/2024	Start
Dunn	Jeffrey	Special Education Teaching Assist	CL	Rillito Center	10/17/2024	Start
Hayes	Karen	Campus Monitor	CL	Walker Elementary	10/24/2024	Start
McWilliams	David	Bus Driver	CL	Transportation	10/17/2024	Start
Medina	Jazmine	Special Education Teaching Assist	CL	Walker Elementary	10/21/2024	Start
Navarro	Jose	Groundskeeper I	CL	Facilities Support	10/30/2024	Start
Parra	Veronica	15 Passenger Bus Driver	CL	Transportation	10/22/2024	Start

\* 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:**      November 12, 2024

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

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**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of November 1, 2024.

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**RECOMMENDATION:**

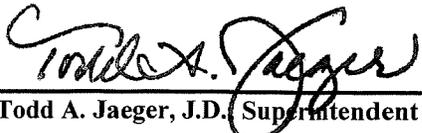
It is the recommendation of the Administration that the resignation(s) or termination(s) be approved as presented.

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**INITIATED BY:**

  
John Hastings, Director of Human Resources

Date: November 1, 2024

  
Todd A. Jaeger, J.D. Superintendent

11/12/2024

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Roche	Christine	Teacher - Cross Categorical	CT	Ironwood Ridge High	12/05/2024	Retirement	Returning ESI
Burns	Alexandru	Transportation Attendant	CL	Transportation	10/29/2024	Dismissal	
Celada	David	Custodian I	CL	Painted Sky Elementary	11/05/2024	Resignation	
Garcia Felix	Carlos	Budget Technician	CL	Federal/State Programs	11/08/2024	Resignation	
Ghimire-Fields	Preksha	Special Education Teaching	CL	Walker Elementary	10/18/2024	Resignation	
Hermalik	Janet	Classroom Aide/Caregiver	CL	Donaldson Elementary	10/24/2024	Resignation	
Hoffman	George	Food Service Attendant	CL	Amphi High School	10/22/2024	Resignation	
Javellena	Nathan	Groundskeeper I	CL	Facilities Support	10/21/2024	Dismissal	
Leibas	Manuel	Plumber	CL	Facilities Support	10/23/2024	Resignation	
Manquero	Raul	Computer Repair Technician	CL	Wetmore Center	11/01/2024	Resignation	
Moreno Vargas	Miguel	Bus Driver Trainee	CL	Transportation	10/16/2024	Resignation	
Perez	Daryana	Clerk	CL	Federal/State Programs	11/01/2024	Resignation	
Williams	Daniel	Campus Monitor	CL	Donaldson Elementary	10/30/2024	Resignation	

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* 2023-2024 School Year	ADCT	Addendum Certified
Budget RIF	ADCL	Addendum Classified
Abandonment	ADDM	Addendum Only
Breach of Contract	CT-AD	Certified Administrative
Dismissal	CT	Certified
Resignation	CL-AD	Classified Administrative
Retirement	CL	Classified
	PR	Professional

11/12/2024 GOVERNING BOARD MEETING  
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Pederson	Tracy		CT		10/24/2024	



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

---

**DATE OF MEETING:** November 12, 2024

**TITLE:** Approval of Stipend for Coaching Volunteers

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**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of November 1, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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John Hastings, Director of Human Resources

Date: November 1, 2024

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Todd A. Jaeger, J.D., Superintendent

11/12/2024

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Banks	Domineik	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2,591.11
Bias	Henry	Coach - Basketball Head HS	CDO High School	Stipend	\$3,238.88
Bock	William	Coach - Soccer Head HS	CDO High School	Stipend	\$3,238.88
Cardenas	Mario	Coach - Basketball Assistant MS	La Cima Middle School	Stipend	\$1,511.48
Dunlap	Michael	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Garcia	Christopher	Coach - Basketball Head HS	CDO High School	Stipend	\$3,238.88
Golden	Tim	Coach - Cross Country Assistant I	Coronado K-8 School	Stipend	\$1,511.48
Golden	Tim	Coach - Basketball Assistant MS	Coronado K-8 School	Stipend	\$1,511.48
Hernandez	Julius	Coach - Basketball Head MS	Amphi Middle School	Stipend	\$1,835.37
Hollimon	Joseph	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,951.11
Marchus	Matthew	Coach - Soccer Assistant HS	CDO High School	Rescind	
McClorey	Nicholas	Coach - Basketball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Molina Velazquez	Andres	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Ozgur	Elis	Coach - Basketball Assistant MS	Wilson K-8 School	Stipend	\$1,511.48
Pearce	Frederick	Coach - Basketball Assistant MS	Wilson K-8 School	Stipend	\$1,511.48
Pereira	Ricardo	Coach - Basketball Head MS	La Cima Middle School	Stipend	\$1,835.37
Price	Katherine	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,591.11
Semon	Jonah	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$1,796.50
Towns	Christopher	Coach - Soccer Head HS	CDO High School	Stipend	\$3,238.88

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\* 2023-2024 School Year



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

---

**DATE OF MEETING:** November 12, 2024

**TITLE:** Approval of Minutes of Previous Meeting(s)

---

**BACKGROUND:**

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

October 1, 2024  
October 15, 2024  
October 22, 2024

**RECOMMENDATION:**

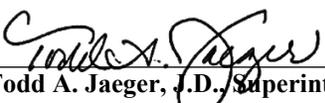
The Administration recommends that the minutes of the previous meeting(s) be approved.

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**INITIATED BY:**

  
\_\_\_\_\_  
**Jen Anderson**  
Executive Assistant to the Superintendent & Governing Board

**Date: October 30, 2024**

  
\_\_\_\_\_  
**Todd A. Jaeger, J.D., Superintendent**

**Minutes of the Regular Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, October 1, 2024**

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A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, October 1, 2024 beginning at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members Present**

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

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

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

**2. PLEDGE OF ALLEGIANCE**

Superintendent Jaeger invited Stephanie Hillig, Principal of Copper Creek Elementary School, to introduce her students to lead the pledge. She presented 5<sup>th</sup> Grade Student Leadership students: Coco, Mila, Kailee, McKenzie, Savannah, Ava, and Kelly. Ms. Hillig explained that some of the students responsibilities are to talk about what the "Hawk" expectations are, to help with incentives, to do video announcements, lead assemblies and be visible on campus. The students then led the Pledge of Allegiance.

On behalf of the Governing Board, President Baker presented the students with certificates of recognition. A picture was taken with the students, Ms. Hillig, the Governing Board, and Superintendent Jaeger to mark the occasion.

**3. RECOGNITION OF STUDENT ART**

Superintendent Jaeger asked Ms. Hillig to introduce the Copper Creek art teacher. Ms. Hillig said Sonja Jenks has been at the school for over two years. She said she has a very positive energy and hosts an extremely popular after school art club.

Ms. Jenks said she was pleased to be able to present the students' art. She explained that the art on display represents self-portraits, working with proportions, principals of designs, and monochromatic and analogous color schemes. Ms. Jenks noted that during the school year the students also focus on lines, form, value, 3-D artwork, and learn about different artists.

On behalf of the Governing Board, President Baker presented Ms. Jenks with a certificate of recognition. A picture was taken with Ms. Jenks, the Governing Board, and Superintendent Jaeger to mark the occasion.

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

President Baker announced that the next Special Governing Board meeting will be held on Tuesday, October 15, 2024 at 4:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Central Conference Room.

#### **5. RECOGNITIONS**

##### **A. Presentation of Distinguished Service Awards**

President Baker asked Superintendent Jaeger to introduce the awards. Superintendent Jaeger explained that each month during the school year, a certificated and a support staff member are recognized with a Distinguished Service Award.

Superintendent Jaeger asked Chris Trimble, Principal of Wilson K-8 School and Vanessa Hill (who wrote the nomination) to introduce the Support Staff Distinguished Service Award recipient, Tracy Gaspari, Attendance Clerk. Ms. Hill spoke about Ms. Gaspari's willingness to help and said she was a "living ray of sunshine". She noted that Ms. Gaspari treats all students, families, and staff so well and that she is very deserving of this award.

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

On behalf of the Governing Board Ms. Zibrat asked Ms. Gaspari if she would like to share anything. Ms. Gaspari thanked the Governing Board for the recognition, and noted that Amphi truly is a family, and that she loves what she does.

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

Superintendent Jaeger then invited J. J. Letts, Principal of Coronado K-8 School, and Rebecca Green, Reading Intervention and AVID Teacher, the Certificated Distinguished Service Award recipient, to come forward. Ms. Letts spoke about Ms. Green's many accomplishments and the support she has provided to so many people. She noted that she currently serves as a reading interventionist, AVID teacher and coordinator and also as the Amphi Education Association (AEA) vice president. Ms. Letts said she is very positive and devotes countless hours supporting students and colleagues.

A video presentation was shown honoring Ms. Green for the work she has done in the District.

Ms. Zibrat asked Ms. Green if she would like to share anything. Ms. Green introduced her family and she thanked the Coronado and AEA community for their support.

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

A picture was taken with Ms. Gaspari, Ms. Green, Mr. Trimble, Ms. Hill, Ms. Letts, the Governing Board, and Superintendent Jaeger to mark the occasion.

#### **6. INFORMATION**

##### **A. Superintendent's Report**

*For the Superintendent's Report PowerPoint presentation see Exhibit 1.*

Superintendent Jaeger shared photos highlighting some recent District events.

He talked about the Career and Technical Student Organization (CTSO) Club Officers. He said that the Advisors from the three high schools held an Officer and Advisor Retreat a couple of weeks ago. Superintendent Jaeger explained that CTSOs are a required part of all Career and Technical Education programs, and they help students learn how to run clubs and follow all required policies of the state. The clubs also help students learn invaluable professional skills

they will use well into their future.

Superintendent Jaeger reported that students throughout the District marked Constitution Day on September 17th. He said this commemorates the day that America's forefathers signed the historic document on September 17, 1787. Students from Prince, and Mesa Verde Elementary Schools and Innovation Academy are shown in photos participating in learning activities which celebrates the day and taught them the significance of the founding document.

Superintendent Jaeger shared that the "Roving Chef" program visited Mesa Verde Elementary School in mid-September to teach students how to make quesadillas. They also made salsa, with the blending powered by stationary bicycle pedalling. He thanked SFE (the District food service department) for providing a fun, and tasty experience for the Mountain Lions.

Superintendent Jaeger noted that Copper Creek Elementary School celebrated its "16th Annual Hawk Walk" on September 13th. He explained that the fundraiser includes a fun run and concludes with the human sundae event!

He shared that Savannah Randall, a sixth grader from Cross Middle School, recently advocated for a measure to allow Oro Valley residents to own chickens. He explained that her initiative led to a Town Council decision to approve ownership of small livestock for residents in Oro Valley.

Superintendent Jaeger said that William Holmes, a 2024 graduate from Ironwood Ridge High School won the prestigious 2024 Rocky Mountain Student Production Award for his outstanding school project in the category of Best High School Music Video. The award marks a significant milestone for Ironwood Ridge High School, as this award is their first "Student Emmy."

Superintendent Jaeger concluded by providing a list of upcoming events including:

- October 2: Presentation at the Oro Valley Town Council Meeting
- October 4: Superintendent Roundtable Meeting with Governor Hobbs
- October 10: Superintendent Panel Regarding CTE
- October 7-11: Schools closed for Fall Break. District offices will be open.
- October 15: Special Board meeting (4 p.m.)
- October 22: Special Governing Board meeting (5:30 p.m.)
- October 31: Halloween (school in session)
- November 1 & 2: United Way Days of Caring Event (25th Annual)
- November 4: "This is High School" event at Amphi High
- November 5: Election Day (school in session)
- November 8: "This is High School" event at Canyon del Oro High School
- November 11: Veterans Day (holiday) District offices will be closed
- November 15: "This is High School" event at Ironwood Ridge High School

President Baker thanked him for the report.

## **B. Annual Review of Bond and Capital Projects pursuant to A.R.S. 15-491(K)**

*For the Annual Review of Bond and Capital Projects pursuant to A.R.S. 15-491(K) attachments see Exhibit 2.*

Superintendent Jaeger explained that annually the District is required to provide to the public a summary of capital improvement projects to account for the local and state funds spent. He asked Mr. La Nasa to update the Governing Board on Bond and Capital projects throughout the District.

Mr. La Nasa said the review encompasses projects being funded with monies from the following sources: Adjacent Ways, Building Renewal Grants, and District bond projects.

**Adjacent Ways Project Expenditures total of \$ 294,774**

Donaldson Elementary School-fire lane paving

Prince Elementary School-sidewalk replacement

Painted Sky Elementary School-fire lane paving

Amphi Middle School-sidewalk replacement and fire lane paving

Amphi High School-fire lane paving

**Building Renewal Grant Expenditures total of \$6,343,690**

Amphitheater High School (AHS) projects included the central plant 3 pipe replacement design, east campus roof replacement design, plant 2 pipe replacement design, central plant 3 chiller replacement design, south gym HVAC conversion design, Land Lab fire alarm assessment, 200 wing electrical feed replacement and 800 building HVAC conversion.

Amphitheater Middle School (AMS) projects included the library roof leak repair.

Canyon del Oro High School (CDO) projects included weatherization assessments phase 1 and phase 2, and the north gym HVAC conversion.

Copper Creek Elementary School projects included the MPR roof replacement.

Cross Middle School projects included the weatherization assessment.

Donaldson Elementary School projects included building A and MPR roof repairs.

Harelson Elementary School projects included the campus roof assessment.

Innovation Academy projects included a temporary chiller, chiller design and replacement.

Ironwood Ridge High School (IRHS) projects included mold remediation, academic buildings weatherization design, and classroom carpet replacement.

La Cima Middle School projects included mold remediation and campus roof replacement design.

Mesa Verde Elementary School project included campus roof replacement.

Nash Elementary School projects included campus roof assessment and MPR, kitchen and administration building roof repairs.

Painted Sky Elementary School projects included the fire alarm replacement weatherization assessment and boiler replacement design.

Prince Elementary School projects included the campus roof and weatherization assessment and cooling tower replacement.

Rillito Center projects included swimming pool room HVAC Repair.

Rio Vista Elementary School projects included fire alarm repairs and chiller compressor replacement.

Wilson K-8 School projects included the MPR stage HVAC replacement and MPR roof design, underground hot water pipe replacement and weatherization assessment.

Mr. La Nasa shared a slide that showed the Building Renewal Grant (BRG) Expenditures that have been spent over the last six years. He noted that last years' funding amount was the highest amount received (over \$6.3 million) and the combined six year total is approximately \$28.1 million. He explained that it is sometimes challenging to receive BRG funding. However, since the money comes from the state, those funds don't have to come from the District taxpayers (requiring bond or maintenance and operations funds).

## **Facilities Renewal Bond Project Expenditures totaling \$3,851,141**

Amphitheater High School (AHS) bond projects included bottle fillers installation and campus clock replacements. Security fencing, single point of entry security booth and Performing Arts Center access controls. Parking lot drainage improvements, student parking and building E parking lot restoration, Land Lab bathroom and building 800 and H renovations. Central plant 1 VFD and central plant 1 and 2 control upgrades.

Amphitheater Middle School (AMS) Bond projects included B building stage bathroom floor replacement, campus building improvements and parking lot replacement.

Canyon del Oro High School (CDO) Bond projects included bottle fillers installation, access controls and security fencing installation. Central plant pipe replacement, dance room renovations and N building flooring and south gym floor resurfacing. East parking lot replacement design and light fixture conduit/conductors. HVAC controls, BN building HVAC and north gym HVAC design and auto shop heater replacement.

Copper Creek Elementary School Bond projects included central plant renovation and campus building and site improvements.

Coronado K-8 School Bond projects included bottle fillers installation, locker rooms HVAC replacement and exterior building painting.

Cross Middle School Bond projects included bottle filler installation, sidewalk replacement and Library renovations.

Donaldson Elementary School Bond projects included parking lot replacement and campus PA replacement.

Harelson Elementary School Bond projects included bottle fillers installation and exterior painting.

Holaway Elementary School Bond projects included administration office renovation, access controls, campus improvements and security fencing.

Innovation Academy Bond projects included chiller replacement design and fencing.

Ironwood Ridge High School (IRHS) Bond projects included D building access controls, kitchen floor renovations, central plant controls and valve replacement and classroom carpet replacement and main gym floor resurfacing.

La Cima Middle School Bond projects included security fencing, central plant controls and central courtyard renovations.

Mesa Verde Elementary School Bond projects included the handicap sidewalk ramp.

Nash Elementary School Bond projects included the kitchen HVAC replacement and playground equipment replacement.

Painted Sky Elementary School Bond projects included classroom carpet replacement and classroom, bathroom and MPR renovations.

Prince Elementary School Bond projects included C building HVAC renovations and controls.

Rillito Center Bond projects include security fence and pool re-plaster and exterior improvements.

Rio Vista Elementary School Bond projects included building C access controls, security fencing, MDF HVAC replacement and playground equipment replacement.

Walker Elementary School Bond projects included building E renovations and building I HVAC replacements.

Wilson K-8 School Bond projects include security fencing, classroom carpet, south MPR and locker room HVAC replacement and parking lot, basketball court and track improvements.

**Bond Expenditures – Transportation total of \$196,780**

Transportation Department Bond purchases included the acquisition of one bus with a wheelchair lift.

**Bond Expenditures – Technology \$1,642,773**

Technology Department Bond purchases included computers, technology equipment, cabling and infrastructure.

Mr. La Nasa stated that they have continued to struggle with supply chain issues and four new buses are expected in November. They experienced a delay of 12-18 months after the order was placed for delivery. He then shared a breakdown of the facilities expenditure summary. The total amount spent was \$10,489,605 to improve District campuses.

Mr. La Nasa offered to answer any questions from the Governing Board. There were none.

Superintendent Jaeger said there are 228 school districts in the state (competing for funding) and he expressed his gratitude to the entire facilities department for their hard work. He recapped that all funding received from the SFD saves our local taxpayers money. Superintendent Jaeger asked Mr. La Nasa to explain more about the where the Amphi ranks in the state compared to other districts.

Mr. La Nasa was proud to report that the District ranks third in obtaining funds from the Building Renewal Program.

Ms. Day asked who ranks first and second?

He responded that Chino Valley was first, due to a very large request for HVAC.

**C. Introduction of the Meet and Confer Teams for the 2024-2025 Fiscal Year, Addressing Working Condition Policies and Compensation Terms for Certificated, Support and Professional/Non-Teaching Employee Groups**

Superintendent Jaeger said this is the time of year that the meet and confer process begins. He explained that after the policy portion of the process has been completed, compensation and benefits will be discussed. He asked Ms. Call to provide the Governing Board with more information.

Ms. Call said she was excited to begin the process again this year. She commented that last year there was a lot of collaboration between the District and Amphi Education Association (AEA) and she looks forward to that again this year. She then introduced the teams for this year.

**AEA Professional Staff Team**

Rebecca Green, Literacy Intervention and AVID Teacher at Coronado K-8, and AEA Certified Vice-President, Colin Cordell, Fifth grade Teacher at Innovation Academy and Brie Ronnie, Fifth grade Teacher at Painted Sky Elementary School

**AEA Support Staff Team**

Vanessa Harding, Bookstore Manager at Amphitheater High School, Linda Lewis, Special Education Instructional Assistant at Coronado K-8 and Robert Wacker, Journeyman Electrician

**AEA Facilitator for both teams:** A.J. Benavidez, Special Education Instructional Assistant, Rillito Center

**District Professional Staff Team**

Matthew Munger, Associate Superintendent for Secondary Education, Angela Wichers, Amphitheater Middle School Principal and Chris Trimble, Wilson K-8 School Principal

Facilitator: Tassi Call, Associate Superintendent for Elementary Education

District Support Staff Team

John Hastings, Director of Human Resources, Richard La Nasa, Executive Manager of Operational Support, J.J. Letts, Coronado K-8 School Principal

Facilitator: Chris Gutierrez, Cross Middle School Principal

Ms. Call explained that a survey has been sent to employees and so far, there have been 620 responses. She said after the survey closes the leads will analyze the data and will bring forward any issues and policies that need to be addressed. She noted the next step is for the whole team to begin their work together in November.

Superintendent Jaeger also thanked the team members. He stated that they are a dedicated group of individuals and he appreciates all their hard work. He also noted that future Governing Board member, Pasty Harris was in attendance and commented that she spent many years on the meet and confer teams.

**D. Weighted and Unweighted Courses and the Calculation of Student Grade-Point Averages (GPA)**

*For the Weighted and Unweighted Courses and the Calculation of Student Grade-Point Averages (GPA) PowerPoint presentation see Exhibit 3.*

Superintendent Jaeger said that at a prior meeting, Ms. Day had requested information about the calculation of student grade-point averages (GPA). He asked Mr. Munger to present the report.

Mr. Munger stated that Amphi offers many diverse courses, and he would explain how those grades are calculated. He began by giving background information and said that school districts have utilized an academic course structure that assigns both weighted and unweighted values to courses that are most often associated with courses that are deemed “on-level” or “advanced.” Typically, the classes that are awarded a “weighted” value include courses where students are completing course work that is at a college level or beyond what a student would experience in an “on-level” course.

Mr. Munger gave examples of some weighted courses, which include Advanced Placement (AP), Cambridge Academy, Dual Enrollment, Honors and International Baccalaureate Programme (IB). He noted that these courses not only have to meet state standards, but also must comply with the program’s or university’s/college’s course requirements and standards. He said the weighted courses in Amphitheater are “weighted” on a 5-point scale, A=5 points, B=4 points, C= 3 points, D=2 points, F=0 points.

Mr. Munger talked about the Amphi course catalogue. He said that it includes notations that show students and parents if a course is weighted. Mr. Munger then shared some slides that compared course offerings and gave examples of the differences in the rigor of the classes. He thanked Beth Lake, Community and Family Engagement Coordinator, for updating the course catalogue and enhancing its’ features.

Mr. Munger explained how GPA’s are calculated. He said a student’s GPA is determined by multiplying each grade associated with a course and dividing by the total number of courses a student has completed. He went on to say, a student’s GPA can be calculated during each grading term; however, the student’s cumulative GPA can also be calculated at the end of each year and at the conclusion of a student’s senior year.

Mr. Munger compared unweighted versus weighted, by sharing the following table:

Letter Grade	Unweighted	Weighted
A	4.0	5.0
B	3.0	4.0
C	2.0	3.0
D	1.0	2.0
E	0.0	1.0

He showed an example of a student's schedule with grades and a student transcript which showed the cumulative GPA, unweighted cumulative GPA and class rank.

Mr. Munger says he is often asked by parents about the calculations of GPA and class rank. He referred to the course catalogue, and said it is explained there. He commented that are some anomalies, which might include course credits completed in middle school, weighted grades from students transferring from other districts, courses from non-accredited institutions, or non-qualified teachers from (non-accredited institutions). Referring to transferred credits, Mr. Munger said we do not have to accept the credits if they do not meet Amphi standards and will defer to the value the District has determined.

Mr. Munger spoke about student GPAs and their impact on opportunities during and after high school. He noted that prior to graduating, a student's GPA has an impact on their ability to participate in extracurricular activities, admittance into school organizations, such as National Honor Society, and their ability to earn "Honors" prior to graduation. He explained that class rank is also used to determine the Valedictorian, Salutatorian, and Top Ten for each graduating class. He said that similar to weighted GPA, a class rank is often required information when students apply for scholarships or admissions to in or out of state universities.

He offered to answer any questions.

Ms. Day asked when did the District start using weighted grading?

Mr. Munger responded that the Advanced Placement (AP) and International Baccalaureate Programme (IB) courses have used weighted grading since they began.

Ms. Day commented that she found it interesting that there are weighted courses in automotive and asked if there were any fine arts courses.

Mr. Munger said that there are: AP 2-D and 3-D art, and dual enrollment fine arts programs.

Ms. Day asked if there were any AP performing arts classes, like music?

He answered that there are AP opportunities for both fine art and performing arts.

Mr. Kopec said he appreciated the information and the presentation.

## **7. PUBLIC COMMENT**

There were no comments.

## **8. CONSENT AGENDA**

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

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

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

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

**A. Approval of Appointment of Non-Administrative Personnel**

*Non-administrative personnel appointments were approved as listed in Exhibit 4.*

**B. Approval of Personnel Changes**

*Certified and classified personnel changes were approved as listed in Exhibit 5.*

**C. Approval of Leave(s) of Absence**

*Leave(s) of Absences were approved as listed in Exhibit 6.*

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

*Separations and terminations were approved as listed in Exhibit 7.*

**E. Approval of Stipend for Coaching Volunteers**

*Stipend for Coaching Volunteers were approved as listed in Exhibit 8.*

**F. Approval of Minutes of Previous Meeting(s)**

*The Governing Board approved minutes from the September 24, 2024 meeting as submitted in Exhibit 9.*

**G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,388,221.05**

*A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 10.*

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1079	\$24,026.32	1080	\$162,367.91	1081	\$104,558.01
1082	\$7,348.99	1083	\$266,263.30	1084	\$823,656.52

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

*The Governing Board approved Receipt of August 2024 Report on School Auxiliary and Club Balances as submitted in Exhibit 11.*

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

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

**J. Approval of Out of State Travel**

*The Governing Board approved requests for Out of State Travel as listed in Exhibit 12.*

**9. PUBLIC COMMENT**

There were no comments.

**10. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

There were no requests.

**11. ADJOURNMENT**

*Ms. Day moved to adjourn. Ms. Cox Golder seconded. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day and Mr. Kopec. Opposed – 0. The meeting adjourned at 7:34 p.m.*

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

November 6, 2024  
Date

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

November 12, 2024  
Date

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, October 15, 2024**

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A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, October 15, 2024 beginning at 4:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Central Conference Room.

**Governing Board Members Present**

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

**Governing Board Member Absent**

Dr. Scott K. Baker, President

**Superintendent's Cabinet Members**

Mr. Scott Little, Chief Financial Officer

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

Vice President Zibrat called the meeting to order at 4:00 p.m. and invited members of the audience to sign the guest register.

**2. PLEDGE OF ALLEGIANCE**

Ms. Day led the Pledge of Allegiance.

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

Vice President Zibrat announced that the next Special Governing Board meeting will be held on Tuesday, October 22, 2024 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

**4. PUBLIC COMMENT**

There was no public comment.

**5. STUDY/ACTION**

**A. Approval of the 2023-2024 Annual Financial Report Revised 10/11/2024**

Mr. Little explained that state law requires the approved Annual Financial Report be submitted by midnight on October 15<sup>th</sup> which was the purpose of this special meeting. He noted that it was a struggle to get data corrections from the County Superintendent's office which partially contributed to the delay in completion. Mr. Little stated that this is the last year of ESSER funding so starting next year some of the funding numbers will look more normalized. He shared that it was worth noting that while the district has spent all of its ESSER money, we have yet to receive the full reimbursement from the state in the amount of approximately \$14 million. It is hoped that will be done within the next thirty to forty-five days. Mr. Little offered to answer any questions. There were none.

*Ms. Day moved to approve the 2023-2024 Annual Financial Report Revised 10/11/24. Ms. Cox Golder seconded. There was no discussion. Voice vote in favor-4. Vice President Zibrat, Ms. Cox Golder, Ms. Day, Mr. Kopec. Opposed – 0.*

**6. PUBLIC COMMENT**

There was no public comment.

**7. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

There were none.

**8. ADJOURNMENT**

*Ms. Day moved to adjourn. Ms. Cox Golder seconded. There was no discussion. Voice vote in favor-4. Vice President Zibrat, Ms. Cox Golder, Ms. Day, Mr. Kopec. Opposed – 0. The meeting adjourned at 4:04 p.m.*

*Jen Anderson*  
Minutes respectfully submitted for Governing Board Approval  
*Jen Anderson, Executive Assistant to the Superintendent & Governing Board*

November 1, 2024  
Date

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

November 12, 2024  
Date

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, October 22, 2024**

---

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, October 22, 2024 beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members**

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

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

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

**2. PLEDGE OF ALLEGIANCE**

Ms. Cox Golder led the Pledge of Allegiance.

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

President Baker announced that the next Regular Governing Board meeting will be held on Tuesday, November 12, 2024 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

**4. PUBLIC COMMENT**

Jenn Houser stated that she is an employee of Coronado K-8 School as well as a parent of two students in the district. She thanked the Governing Board for their time and explained that both of her children are Type 1 diabetics and require constant monitoring of their blood sugar via a continuous glucose monitor which sends blood sugar results to her cell phone and to the school nurse. Ms. Houser explained that the cellular service at Coronado is horrible, and it has caused issues with monitoring her son's blood sugars. She has asked for wi-fi access but was denied due to the district's insurance prohibiting outside devices on the network because of cyber-hacking. Ms. Houser went on to say that the options the district offered as an alternative to wi-fi access were not viable and implored the district to continue to work on a solution.

Wyatt Houser is a seventh grader at Coronado K-8 School. He spoke about his struggles as a diabetic and how fluctuations in his blood sugar affect his learning. Wyatt noted that when his devices are working properly his symptoms are manageable, but when they are not it creates disruptions in his school day. He asked that the issue with wi-fi for his glucose monitoring device be resolved.

**5. CONSENT AGENDA**

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

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

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

**A. Approval of Appointment of Non-Administrative Personnel**

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

**B. Approval of Personnel Changes**

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

**C. Approval of Leave(s) of Absence**

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

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

*Separations and terminations were approved as listed in Exhibit 4.*

**E. Approval of Stipend for Coaching Volunteers**

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

**F. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,888,098.44**

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1085	\$163,655.87	1087	\$342,057.21	1088	\$301,540.27
1089	\$26,181.78	1090	\$209,521.19	1091	\$197,461.82
1092	\$5,176.43	1094	\$119,835.93	1095	\$32,289.55
1096	\$102,991.13	1097	\$27,321.53	1098	\$10,299.43
1099	\$104,954.60	1100	\$8,322.55	1101	\$215,716.01
1102	\$352,863.78	1103	\$220,181.18	1104	\$7,427.37
1107	\$257,043.51	1108	\$175,144.63	1109	\$3,669.64
1110	\$4,443.03				

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

*The Governing Board approved Harelson Elementary PTO, Cross Middle School PTO, Ironwood Ridge Cheerleading Booster, Ironwood Ridge Model United Nations Booster, Ironwood Ridge Girls Basketball Booster, Canyon del Oro Baseball Booster Club and Prince Elementary PTO for the 2024-2025 school year as submitted in Exhibit 7.*

**H. Approval of Supplemental Texts and Materials**

*The Governing Board approved Supplemental Texts and Materials as submitted in Exhibit 8.*

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

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

**J. Approval of Arizona Department of Education Food Program Permanent Service Agreement Update Authorized Signers**

*The Governing Board approved the AZ Department of Education Food Program Service Agreement Update Authorized Signers as listed in Exhibit 10.*

**K. Approval of School Facilities Division FY 2024 Preventive Maintenance Program Report**

*The Governing Board approved the School Facilities Division FY 2024 Preventive Maintenance Program Report as listed on Exhibit 11.*

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

*The Governing Board approved the One-Time Increase to Job Order Contract Limit as submitted on Exhibit 12.*

**M. Approval of Out of State Travel**

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

**6. STUDY**

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

*For the Facility Support Services Operations in the Amphitheater School District PowerPoint see Exhibit 14.*

Superintendent Jaeger explained that Richard La Nasa, Executive Manager Operational Support was going to present information on Facility Support Services (FSS) in the district.

Mr. La Nasa shared that he would be speaking about the team members who support the facilities for the entire district. He noted that the Facilities Department is located in the building just south of the district offices and shared pictures of the building and vehicles it houses. Mr. La Nasa shared statistics regarding the amount of property maintained by Facilities, the number of service and maintenance work orders processed each year, and responsibilities for government regulation compliance.

Mr. La Nasa introduced the FSS Management team and organizational structure. He spoke in detail about the structure and function of the Building Maintenance Department which houses the carpentry shop, paint shop, and lock and key control, Building Systems which includes the electrical shop, HVAC shop, plumbing, shop, and building automation shop. Mr. La Nasa showed pictures of various work areas within the Facilities building including the supply warehouse, carpentry shop, welding shop, and lock shop.

He then spoke about the Grounds Department and the scope of their work which includes maintaining the grounds on all district sites though Mr. La Nasa noted that the elementary sites and three support sites are maintained by a contracted service provider.

Lastly, Mr. La Nasa highlighted the Facilities Team's efforts for special events which include eighth grade promotion ceremonies at the five middle schools and the high school graduations at each district high school. He spoke about the logistical planning and manhours of labor that contribute to these important events that are enjoyed by the community.

He offered to answer any questions.

Ms. Cox Golder asked if there were wells at each school site. Mr. La Nasa explained that the newer schools including Innovation Academy, Painted Sky, and Copper Creek do not have wells.

Superintendent Jaeger added that the sites that do have wells were removed off of them for drinking water over twenty-years ago. The Governing Board thanked Mr. La Nasa for his report.

**7. ACTION**

**A. Resolution Declaring the Third Friday of November as “School District Substitute Employee Day”**

*For the Resolution Declaring November 15, 2024 as "School District Substitute Employee Day" see Exhibit 14.*

Superintendent Jaeger stated that the District is incredibly grateful for its substitute employees and the significance of the work they do became especially evident during and since the pandemic. He noted that the Governing Board has long since recognized substitute staff and have even included them in retention stipends in addition to setting apart a day to recognize this group.

*Ms. Day moved to approve the Resolution Declaring November 15, 2024 “School District Substitute Employee Day”. Ms. Cox Golder seconded. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed-0.*

**8. PUBLIC COMMENT**

There were no comments

**9. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

Mr. Kopec asked for a Board report on the situation brought forth by the parent during Public Comment.

**10. ADJOURNMENT**

*Ms. Day moved to adjourn. Ms. Cox Golder seconded. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. The meeting adjourned at 6:05 p.m.*

*Jen Anderson*  
Minutes respectfully submitted for Governing Board Approval  
*Jen Anderson, Executive Assistant to the Superintendent & Governing Board*

November 1, 2024  
Date

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

November 12, 2024  
Date



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

---

**DATE OF MEETING:**      **November 12, 2024**

**TITLE:**      **Approval of Vouchers Totaling and Not Exceeding \$1,445,197.57 (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: November 8, 2024

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**      **November 12, 2024**

**TITLE:**            **Acceptance of Gifts**

---

**BACKGROUND:**

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

---

**RECOMMENDATION:**

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

---

**INITIATED BY:**

---

Scott Little, Chief Financial Officer

Date: October 22, 2024

---

Todd A. Jaeger, J.D., Superintendent

	<b>Gifts and Donations List</b>	
<b>Gifts and Donations</b>		<b>11-12-24</b>
Ck in the amount \$1,000.00	Brooks Sports	Amphitheater High School
Ck in the amount \$30,000.00	Amphitheater Foundation	Other
Ck in the amount \$81.35	Kroger	Nash Elementary
Ck in the amount \$500.00	Catalinas Community Chorus	Nash Elementary
Ck in the amount \$954.00	Step It Up	Nash Elementary
Ck in the amount \$800.00	The Marian P Gallin High School	Amphitheater High School
Ck in the amount \$98.76	Kroger	Amphitheater Middle School
Ck in the amount \$1,000.00	Paul J Shaub	Coronado K-8
Ck in the amount \$23.00	Frontstream	Walker Elementary
Ck in the amount \$50.00	BlackBaud Giving Fund	Harelson Elementary
Time & material repairs to Polar Express Train	Jack Stinnett	Wilson K-8
Ck in the amount \$167.00	Frontstream	Cross Middle School



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

---

**DATE OF MEETING:**        **November 12, 2024**

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

---

**BACKGROUND:**

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

- CDO Girls Basketball Booster
- CDO Cross Country Boster
- CDO Softball Booster
- IRHS Softball Boosters
- CDO Project Graduation
- CDO Mens Soccer Booster

---

**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: November 6, 2024**

*Todd A. Jaeger*

---

Todd A. Jaeger, J.D., Superintendent

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

School Year 2024-2025

Name of Organization CO Girls Basketball Booster

School Canyon del Oro High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 93-19 06378

OFFICERS:

Name: Laura Kokoskie

Name: Christopher Fleury

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 06/18/23

Date taking office: 09/26/24

Name: Lillie Bustamante

Name: Robin Helphinhke

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 09/26/24

Date taking office: 09/26/24

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

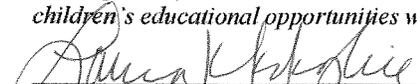
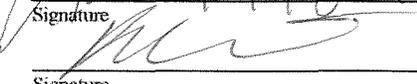
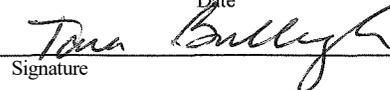
- D** Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
  - 2) **IRS.** Determination Letter (*first year only*)
  - 3) Annual budget, goals and objectives
  - 4) Current operating by-laws
  - 5) Last fiscal year AZ Corporation Commission Annual Report
  - 6) Last fiscal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

- O** 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 O N o By-laws reviewed annually? s O N o

Member meetings held how often? 1 time needed Executive meetings held how often? 2 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>9.26.24</u>		<u>9/26/24</u>
Signature	Date	Signature	Date
	<u>9/26/24</u>		<u>9/26/24</u>
Signature	Date	Signature	Date
Site Administrator's Approval: 	<u>10/17/24</u>		
Signature	Date		

For district use:

Finance Department recommendation: 1/ffr UA, I  
Governing Board Agenda date: 11/1/24

OCT 18 '24 4:11:39

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

School Year 2024-2025

Name of Organization CDO Cross Country Booster

School Canyon del Oro High Sch

Related Student Organization or Club -----

Taxpayer I.D. 99-4723231

OFFICERS:

Name: Andrea Hemmah  
Office Held: President  
Address: \_\_\_\_\_

Name: Erica Yngve  
Office Held: Treasurer  
Address: \_\_\_\_\_

E-mail: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

E-mail: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

Date taking office: 08/30/24

Date taking office: 08/30/24 -----

Name: Lee Anne Gallaway Mitchell  
Office Held: Vice President  
Address: \_\_\_\_\_

Name: Melanie Marek  
Office Held: Secretary  
Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 08/30/24 -----

Date taking office: 08/30/24 -----

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

- D** 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

- I** 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? Of es ONo By-laws reviewed annually? 0x es ONo

Member meetings held how often? Quarterly Executive meetings held how often? Annually

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

<u>Andrea Hemmah</u>	<u>8-30-24</u>	<u>Melanie Marek</u>	<u>Aug 30 '24</u>
Signature	Date	Signature	Date
<u>[Signature]</u>	<u>8-30-24</u>	<u>Erica Yngve</u>	<u>8-30-2024</u>
Signature	Date	Signature	Date
Site Administrator's Approval: <u>Tara Buehl</u>	<u>10/14/24</u>		
Signature	Date		

For district use: Finance Department recommendation: approve  
Governing Board Agenda date: 11/12/24

OCT 15 '24 PM 12:47

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

School Year 2024-2025

Name of Organization CO Softball Booster

School canyon del Oro High sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 87-4592410

OFFICERS:

Name: Casey Streuber

Name: Ted Herman

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/15/2024

Date taking office: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Patricia Rolls

Office Held: \_\_\_\_\_

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: \_\_\_\_\_

Date taking office: 10/13/23

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

- I** Informal Non-Profit Please Attach:
- 1) Articles of incorporation (*first year only*) - V /t.
  - 2) I.R.S. Determination Letter (*first year only*) N /A.
  - 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

- O** 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? Des **GoNo** By-laws reviewed annually? [ ] **O No**

Member meetings held how often? f 6 - M firj bl-Nrtl.t Executive meetings held how often? 1 p , w m m - 1 (C) Lc V

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/opportunity when support is needed.

Signature: [Signature] Date: 10/14/2024 Signature: [Signature] Date: 10/14/2024

Signature: [Signature] Date: 10/15/2024 Signature: slae. W. /j Date: 10/15/2024

Site Administrator's Approval: Tara Bullych Signature: [Signature] Date: 10/17/24

OCT 18 '24 11:39

For district use: Finance Department recommendation: q fjt - "41  
Governing Board Agenda date: 11/13 (2y)

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

School Year 2024-2025

Name of Organization IRHS Softball Boosters

School Ironwood Ridge High Sch

Related Student Organization or Club -----

Taxpayer I.D. 47-250602---

OFFICERS:

Name: Silvia Barney

Name: Pamela Allsup

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/14/24-----

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

Name: Valerie Valencia

Name: Donna Barres

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/14/24-----

Date taking office: 09/16/24-----

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

- { ( { Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*firstyear only*)
  - 2) I.R.S. Determination Letter (*firstyear only*)
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- D 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? files  Yes  No

Member meetings held how often? N.mth IH Executive meetings held how often? 1/40 t:th ly

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.

Silvia Barney 10/14/24  
Signature Date

Valerie Valencia 10-14-24  
Signature Date

Pamela Allsup 9/19/24  
Signature Date

Donna Barres 10/14/24  
Signature Date

Site Administrator's Approval: [Signature] 10/15/24  
Signature Date

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 75 10/21/24

10/17/24 10:53

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

School Year 2024-2025

Name of Organization CO ProJect Graduation

School Canyon del Oro High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer LD. 86-2470375

OFFICERS:

Name: Tiffany Fay

Name: Joeli Secrest

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 08/01/19

Date taking office: 09/12/18

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Office Held: \_\_\_\_\_

Office Held: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: \_\_\_\_\_

Date taking office: \_\_\_\_\_

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

- (i' Formal Non-Profit Please Attach:
- 1) Articles of Incorporation (*first year only*)
  - 2) I.R.S. Determination Letter (*first year only*)
  - 3) Annual budget, goals and objectives
  - 4) Current operating by-laws
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  - 8) Most recent bank statement

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

Are two signatures required on disbursements? (e Yes (' No By-laws reviewed annually? (i' 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] 9/25/24  
Signature Date

[Signature] 10/1/2024  
Signature Date

[Signature] \_\_\_\_\_  
Signature Date

[Signature] 10/1/24  
Signature Date

Site Administrator's Approval: [Signature]  
Signature

For district use:

Finance Department recommendation: approval

Governing Board Agenda date: 11/12/24

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

School Year 2024-2025

Name of Organization CDO Mens Soccer Booster

School Canyon del Oro High Sch

Related Student Organization or Club \_\_\_\_\_

Taxpayer I.D. 84-4204654

OFFICERS:

Name: Andie Hemmah

Name: Francis Hemmah

Office Held: President

Office Held: Treasurer

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/22/24

Date taking office: 10/22/24

Name: Jennifer Caballero

Name: Maria Leon-Diaz

Office Held: Vice President

Office Held: Secretary

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Phone(s): \_\_\_\_\_

Date taking office: 10/20/24

Date taking office: 10/21/24

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

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

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

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

Member meetings held how often? 2-3/season 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.*

Andie Hemmah 10/22/24  
Signature Date

Francis Hemmah 10/20/24  
Signature Date

[Signature] 10/22/24  
Signature Date

[Signature] 10/21/24  
Signature Date

Site Administrator's Approval: Tara Bully  
Signature

10/24/24  
Date

For district use:

Finance Department recommendation: approved

Governing Board Agenda date: 11/2/24

OCT 31 '24 PM 3:16



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

---

**DATE OF MEETING:**      **November 12, 2024**

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

---

**BACKGROUND:**

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

---

**RECOMMENDATION:**

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

---

**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: October 22, 2024

---

Todd A. Jaeger, J.D., Superintendent

---

**Amphitheater Public Schools  
Summary of Activity for All Schools  
Auxiliary Account  
For the Month Ending September 30, 2024**

Beginning Balance	\$ 3,085,484.58
Plus Deposits	165,387.49
Less Disbursements	<u>(85,838.32)</u>
Ending Book Balance For All Schools	<u><u>\$ 3,165,033.75</u></u>
Outstanding Deposits	(735,407.41)
Outstanding Checks	<u>31,175.39</u>
Ending Bank Balance For All Schools	<u><u>\$ 2,460,801.73</u></u>

**Amphitheater Public Schools  
 Summary of Activity for All Schools  
 Student Activity Accounts  
 For Month Ending September 30, 2024**

Beginning Balance		\$	789,526.57
Plus Deposits			122,777.77
Less Disbursements			<u>(89,508.15)</u>
Ending Book Balance For All Schools		\$	<u>822,796.19</u>
Outstanding Deposits			(100,143.65)
Outstanding Checks			<u>43,167.62</u>
Ending Bank Balance For All Schools		\$	<u><u>765,820.16</u></u>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending September 30, 2024**

**Amphi Middle School**

Student Gov't	4,767.14
AVID	-
Culture Exchange	-
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	625.80
Science Club	1,136.53
Sports Academy	-
Yearbook	-
<b>Amphi Middle School Total</b>	<b>\$ 6,856.05</b>

**Copper Creek Elementary**

Student Council	4,178.09
Accelerated Reader Club	-
Turquoise Times	32.28
<b>Copper Creek Total</b>	<b>\$ 4,210.37</b>

**Coronado K-8 Schools**

Elementary Student Council	4,858.12
Middle School Student Council	3,238.78
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	925.74
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	4,932.84
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
<b>Coronado Total</b>	<b>\$ 28,277.06</b>

**Cross Middle School**

Student Council	3,962.18
6th Grade Club	282.15
Band Club	1,558.20
Choir Club	2,116.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	1,940.53
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,178.57
Tri-M Club	335.31
Web Club	3,752.68
<b>Cross Middle School Total</b>	<b>\$ 27,240.48</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending September 30, 2024**

<b><u>Donaldson Elementary</u></b>	
Student Council	5,392.13
<b>Donaldson Total</b>	<b>\$ 5,392.13</b>
<b><u>Harelson Elementary</u></b>	
Student Council	1,327.29
5th Grade Activities	125.36
Track	307.65
<b>Harelson Total</b>	<b>\$ 1,760.30</b>
<b><u>Holaway Elementary</u></b>	
Student Council	856.28
<b>Holaway Total</b>	<b>\$ 856.28</b>
<b><u>Innovation Academy</u></b>	
Student Council	200.69
Algebra Club	116.52
Entrepreneur Club	17.44
Odyssey of the Mind	6,453.67
<b>Innovation Academy Total</b>	<b>\$ 6,788.32</b>
<b><u>Keeling Elementary</u></b>	
Student Council	1,006.71
<b>Keeling Total</b>	<b>\$ 1,006.71</b>
<b><u>La Cima Middle School</u></b>	
Student Council	1,096.09
NJHS	1,095.90
<b>La Cima Total</b>	<b>\$ 2,191.99</b>
<b><u>Mesa Verde Elementary</u></b>	
Student Council	4,616.31
<b>Mesa Verde Total</b>	<b>\$ 4,616.31</b>
<b><u>Nash Elementary</u></b>	
Student Council	1,634.36
<b>Nash Total</b>	<b>\$ 1,634.36</b>
<b><u>Painted Sky Elementary</u></b>	
Student Council	3,199.14
Nature Shop	929.20
Orchestra	269.55
Band	704.45
Chorus	653.42
Milers	2,149.75
OM	584.95
Bagel & Books	-
Sign Language	177.00
Algebra	-
Yoga	-
NEHS	851.78
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
<b>Painted Sky Total</b>	<b>\$ 9,872.09</b>

**Amphitheater Public School District #10**

**Elementary/Middle Schools  
Student Activity Account Club Balances  
For Month Ending September 30, 2024**

**Prince Elementary**

Student Council	1,174.63
<b>Prince Total</b>	<b>\$ 1,174.63</b>

**Rio Vista Elementary**

Student Council	981.94
<b>Rio Vista Total</b>	<b>\$ 981.94</b>

**Walker**

Student Council	2,108.03
Fitness Fanatics	257.90
Odyssey of the Mind	2,848.80
<b>Walker Total</b>	<b>\$ 5,214.73</b>

**Wilson**

Student Council	9,182.52
Algebra Club	473.77
Archery Club	942.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	1,218.66
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society	1,344.67
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,864.46
Yearbook Club	2,088.80
<b>Wilson Total</b>	<b>\$ 26,925.84</b>

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<b>Total K-8 Club Balances</b>	<b>\$ 134,999.59</b>
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Plus: Outstanding Checks	786.00
Less: Outstanding Deposits (Inc CC's)	(2,000.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

<b>Bank Balance</b>	<b>\$ 133,785.59</b>
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Sweep Account	\$ 133,785.59
	0.00

**Amphi High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2024**

1001 Student Council	\$ 14,913.11	1520 Media Club	\$ 1,223.37
1035 Art Club	1,136.01	1560 National Honor Society	356.73
1050 AHS Unified Panter's Club	-		
1070 Band Club	146.51	1600 Orchestra Club	1,006.17
1080 Baseball	2,559.14	1606 Archery Club	2,100.00
1085 Golf -Boys	-	1620 Mariachi Club	19.00
1110 Basketball -Girls	1,265.79	1631 Panther Popcorn	5,484.14
1111 Book Club	250.00	1740 ASL Club	2,354.55
1113 Drama Club	1,524.31	1742 PEP Club	-
1115 Choir Club	5,852.43	1744 Auto Skills USA Amphi Chapter	3,106.84
1120 AVID Club	1,562.46	1745 Soccer -Boys	112.82
1135 Reading Club	-	1770 Softball Club	866.37
1145 AHS Chess Club-GOT	-	1780 Spanish Club	1,582.05
1172 Dance Club	82.46	1785 AHS Spiritlines	4,919.92
1180 Basketball -Boys	12,253.13	1790 Cross Country Club -Girls	807.87
1200 Panther Partners Club	2,724.13	1803 HOSA Club	2,252.34
1223 Creative Writing Club	-	1830 Swim Club	912.89
1226 Early Childhood Club	342.30	1835 Tennis -Girls	11.72
1227 Yearbook Club	1,187.16	1840 Tennis -Boys	12.47
1234 FFA Club	2,508.87	1850 Tech Theater Club	380.68
1235 FFA - Loan Funds	24,663.48	1860 Trackers - Track & Field Club	13.38
1245 French Club	2,069.04	1900 Volleyball -Girls	5,071.23
1250 FBLA Club	1,914.61	1905 Beach Volleyball	3,521.86
1255 A/V Panthers Club	4,108.41	1923 Panther POD	
1261 The Game Club	51.00	<b>1950 Bookstore Over/Short</b>	<b>0.52</b>
1265 Equality Club	564.00	1965 Astronomy Club	
1275 Girls Golf Club	-	1981 Girls Powerlifting	
1280 Greenhouse Club	62.70	1982 Ukulele Club	
1290 Wrestling	484.45	1983 Amphi Welding Club	
1300 Football Club	\$3,831.14	1984 Scholarship Club	
1310 Inter Act Club	1,453.56	1985 National Technical Honor Society Club	
1350 Volleyball -Boys	109.35	1990 Blood Drive Club	
1450 Debate Club	586.14		
1470 Soccer -Girls	116.76		
1480 Link Crew	-		

<b>Amphi HS Total Clubs</b>	<b><u>\$ 124,439.37</u></b>
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Plus: Outstanding Checks	7,477.24
Less: Outstanding Deposits (Inc CC's)	(3,910.60)
NSF Checks/Void/Stale/Account Adj	
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b><u>\$ 128,006.01</u></b>

Sweep Account	\$ 128,006.01
	0.00

**Canyon Del Oro High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2024**

1001 Student Government	\$ 23,345.27	1420 IB Club	259.47
1020 Academic Decathlon	5,406.36	1425 Anime Club	-
1031 Black Excellence Student Union	231.50	1470 Soccer -Girls	-
1033 Awareness	15.00	1480 Link Crew	11,770.94
1034 AM Art Club	203.00	1530 Model United Nations	208.84
1050 Special Olympics	472.84	1560 National Honor Society	2,145.06
1070 Band Club	6,555.00	1580 Youth and Government	-
1081 Be Kind /Ben's Bell Club	465.64	1590 Odyssey of the Mind	3,965.41
1083 Biology Club	120.09	1600 Orchestra Club	9.55
1084 Bowling Club	29.44	1650 Psychology Club	28.00
1085 Golf -Boys	19,110.95	1740 Sign Language Club	186.02
1110 Basketball -Girls	3,635.88	1742 Senior Spirit Squad	632.82
1111 Book Club	20.62	1743 Skills USA Construction	10,157.09
1113 Drama Club	2,085.28	1744 Skills USA Autos	21,332.62
1115 Choir	1,985.88	1745 Soccer -Boys	27.60
1118 Engineering Club	558.66	1770 Softball Club	2,245.35
1128 Mountain Bike	-	1780 Spanish Club	616.92
1140 Chemistry Club	372.57	1785 Spiritline/ Pomline	10,213.39
1145 Chess	2,217.38	1786 Stunt & Cheer	12,928.86
1150 Culinary Arts/FCCLA	4,291.32	1790 Cross Country	9,718.91
1155 Catering	12,898.27	1800 HOSA-Future Health Professionals	1,592.66
1172 Dance	7,705.79	1801 Athletic Training After Teaching (ATAT)	-
1180 Basketball -Boys	-	1830 Swim Club	-
1200 DoradoTeam	1,143.17	1835 Tennis -Girls	4,585.11
1220 Girls Who Code Club	-	1840 Tennis -Boys	1,986.76
1224 Entrepreneurship Club	697.43	1860 Track & Field Club	13,050.66
1225 Environmentalist Club	239.45	1865 TRI-M Club	216.70
1226 Early Childhood	5369.65	1900 Volleyball -Girls Club	-
1227 Yearbook	7979.46	1905 Beach Volleyball	1,706.13
1230 FCA Club	81.61	1911 Poetry Club	-
1245 French Club	126.76	1915 CDO Pickleball Club	211.22
1250 FBLA	910.27	1916 Podcast Club	-
1254 Fashion Photography	33.00	1917 Clay Club	322.65
1255 Photography Club	1258.07	1918 CDO Newspaper Club	-
1267 LGBTQ+	266.62	1919 Literature Club	-
1270 German Club	394.98	1921 CDO Aeronautics	-
1275 Golf -Girls	5624.58	1922 Mud Club	-
1290 Wrestling	9531.41	1923 Skate Club	-
1300 Football Club	15730.51	1940 Decision Point Club	-
1310 Interact	-	<b>1950 Bookstore Over/Short</b>	-
1345 Take-A-Hike Club	-	1989 Taylor Nation (Dorado version)	-
1350 Volleyball -Boys	277.87		

<b>CDO HS Total Clubs</b>	<b>\$ 251,510.32</b>
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Plus: Outstanding Checks	8,190.79
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Less: Outstanding Deposits (Inc CC's)	(7,382.20)
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NSF Checks/Void/Stale/Account Adj	-
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Deposit Error/Adjustments	0.20
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<b>Bank Balance</b>	<b>\$ 252,319.11</b>
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Sweep Account \$	252,319.11
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0.00

**Ironwood Ridge High School  
Student Activity Account  
Schedule of Club Balances  
For the Month Ending September 30, 2024**

1001 Student Government	\$ 40,028.31	1430 Key Club	\$ 1,517.60
1035 Art Club	1,706.53	1450 Speech & Debate	-
1040 Photography/Skills USA	21,140.77	1470 Soccer -Girls	4,332.89
1070 Band Club	240.51	1530 Model United Nations	495.42
1080 Baseball	1,284.47	1560 National Honor Society	2,001.30
1085 Golf -Boys	2,378.93	1595 Japanese	53.74
1095 Ridge Audio	3,830.44	1600 Orchestra Club	3.75
1110 Basketball -Girls	336.66	1630 Journalism	7,468.88
1113 Drama	663.14	1700 Club Green	1,223.36
1115 Choir	6.80	1740 Sign Language	399.00
1125 Silver Singers	-	1745 Soccer -Boys	7,523.43
1128 Cycling Club	-	1750 Robotics Club	2,029.68
1150 Culinary Arts	2,214.90	1760 Rock & Metal	-
1173 Pomline	2,455.29	1770 Softball Club	831.31
1180 Basketball -Boys	1,448.86	1785 Spiritline/Cheer Club	12,806.32
1203 Pop till you Drop	1,412.08	1790 Cross Country	906.13
1226 Early Childhood	654.98	1800 Sports Medicine	1,026.19
1227 Yearbook	76,655.25	1803 Healthcare - HOSA	-
1250 FBLA-Future Business Leaders	-	1830 Swim Club	7,196.90
1256 Film/On the Ridge Design	754.85	1835 Tennis -Girls	2,521.83
1260 Gaming	114.95	1840 Tennis -Boys	8,051.24
1266 Q Club	399.57	1850 Technical Theater Club	78.53
1275 Golf -Girls	51.33	1860 Track & Field Club	-
1290 Wrestling	2,153.12	1900 Volleyball -Girls	39,927.86
1300 Football	30,161.39	1905 Beach Volleyball	10,093.36
1345 Climbing Club	-	1910 S. AZ Veterans Heritage Club	1,229.35
1350 Volleyball -Boys	10,035.51		
		<b>1950 Bookstore Over/Short</b>	<b>-</b>

<b>Ironwood Ridge HS Total Clubs</b>	<b>\$ 311,846.71</b>
Plus: Outstanding Checks	26,713.59
Less: Outstanding Deposits (Inc CC's)	(86,850.85)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 251,709.45</b>

Sweep Account \$ 251,709.45  
0.00



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

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**DATE OF MEETING:**      **November 12, 2024**

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

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**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-006630 – RIO – Fire Alarm System Monitoring POTS to Cellular Conversion – SF117244
- BRG-006618 – DON – Fire Alarm System Monitoring POTS to Cellular Conversion – SF106242
- BRG-006653 – CDO – 3 Failed Hydronic Valve Replacements Needed – SF282246
- BRG-006619 – HAR – Fire Alarm System Monitoring POTS to Cellular Conversion – SF107241
- BRG-006620 – HOL - Fire Alarm System Monitoring POTS to Cellular Conversion – SF108241
- BRG-006655 – WIL – 2 Failed Fan Coil Replacements Needed – SF168243
- BRG-006632 – WIL - Fire Alarm System Monitoring POTS to Cellular Conversion – SF168242
- BRG-006617 – CRS – Fire Alarm System Monitoring POTS to Cellular Conversion – SF167241

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

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**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.

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: November 5, 2024

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Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

#### **6. AUDIT OF RECORDS**

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

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

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

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

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

#### **6. AUDIT OF RECORDS**

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

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

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

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

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

#### **6. AUDIT OF RECORDS**

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

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

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

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

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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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.

## **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.

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

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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.

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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**

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- 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;
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- 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.

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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

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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).

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### 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.

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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.

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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.

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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.

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## **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.

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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.

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

#### **6. AUDIT OF RECORDS**

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

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

**7. AVAILABILITY OF FUNDS**

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

**8. APPEALABLE AGENCY ACTION**

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

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

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

**8. RESOLUTION OF DISPUTES**

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

**9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

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

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

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

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

School District: \_\_\_\_\_

School: \_\_\_\_\_

BRG Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

#### **3.1 UNIFORM SYSTEM OF FINANCIAL RECORDS**

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

#### **4. REPORTING REQUIREMENTS**

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

##### **4.1 PUBLIC RECORD**

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

##### **4.2 FINANCIAL REPORT AND PROJECT / PHASE GRANT CLOSEOUT**

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

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

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

#### **5. INSURANCE REQUIREMENTS**

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

#### **6. AUDIT OF RECORDS**

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

## **17. RIGHT TO USE, DUPLICATE AND DISCLOSE**

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

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

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

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

## **18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

**21. PROHIBITED BEHAVIOR-BOYCOTT OF ISRAEL**

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

**BRG Project Number:** \_\_\_\_\_

\_\_\_\_\_  
Governing Board President (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
School District

\_\_\_\_\_  
Superintendent (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)

\_\_\_\_\_  
CFO/Business Manager (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed/typed)



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

**DATE OF MEETING:**        **November 12, 2024**

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

**BACKGROUND:**

**STAFF**

Armando Soto requests permission to attend National Interscholastic Athletic Administrators Association Conference on December 13-18, 2024 in Austin, Texas. Approximate cost of travel is \$2,041.40 and will be paid using Maintenance and Operations funds. Four school days will be missed, and no substitute is required.

Marco Dominguez requests permission to attend National Interscholastic Athletic Administrators Association Conference on December 13-18, 2024 in Austin, Texas. Approximate cost of travel is \$2,041.40 and will be paid using Auxiliary funds. Four school days will be missed, and no substitute is required.

Hayley Gotlieb, A.J. Malis, and Shawn Smith request permission to attend AVID National Conference 2024 on December 11-14, 2024 in Dallas, Texas. Approximate cost of travel is \$8,524.77 and will be paid using Title I and Maintenance and Operations funds. Two and a half school days will be missed, and substitutes are required.

Todd Jaeger, Deanna Day, and Patricia Harris request permission to attend the Georgia Association for Gifted Children Annual Convention March 2-4, 2025. Approximate cost is \$5350.00 and will be paid using Maintenance and Operations Funds. Three school days will be missed and no substitutes are required.

**STUDENTS**

Kellie Higgins, Caitlin Grosse, and Paul Avila request permission to take 40 Amphitheater Middle School students to Catalina Island Marine Institute on March 4-7, 2025 in Catalina Island, California. Approximate cost of travel is \$23,075.00 and will be paid using Title I and Auxiliary funds. Four school days will be missed, and substitutes are required.

<b>BUDGET CODE KEY</b>		
001.00.620.2579.6360.508.0000	M & O	Training Non-Instructional, Employee Training, Director of Interscholastics
001.00.620.2579.6582.508.0000	M & O	Training Non-Instructional, Employee Travel, Director of Interscholastics
525.00.620.2579.6360.282.0000	M & O	Training Non-Instructional, Employee Training, CDO
525.00.620.2579.6582.282.0000	M & O	Training Non-Instructional, Employee Travel, CDO
100.25.100.2210.6360.281.0000	Title I	Improvement of Instruction, Employee Training, CDO
100.25.100.2579.6360.281.0000	Title I	Training Non-Instructional, Employee Training, CDO
100.25.100.2210.6582.281.0000	Title I	Improvement of Instruction, Employee Travel, CDO
100.25.100.2579.6582.281.0000	Title I	Training Non-Instructional, Employee Travel, CDO
001.00.100.1001.6105.281.0000	M & O	Classroom Instruction, Substitutes, CDO
100.25.100.1001.6892.166.0000	Title I	Classroom Instruction, Student Expenses, AMS
525.00.410.2710.6519.166.0000	Auxiliary	Student Transportation, Student Travel, AMS
100.25.100.2190.6892.166.0000	Title I	Student Support Services, Student Expenses, AMS

100.25.100.1001.6105.166.0000	Title I	Classroom Instruction, Substitutes, AMS
001.00.100.2310.6360/6582.501.0000	M & O	Training Non-Instructional, Employee Training, Superintendent
001.00.100.2320.6360/6582.502.0000	M & O	Training Non-Instructional, Employee Training, Governing Board

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**RECOMMENDATION:**

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

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**INITIATED BY:**




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**Matthew Munger**  
Associate Superintendent for Secondary Education

**Date: November 8, 2024**




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**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): Armando Soto  
 \_\_\_\_\_  
 \_\_\_\_\_

SCHOOL: District Offices  
 Department (opt.): Interscholastic  
 DATE(S): December 13-18, 2024

ACTIVITY/EVENT: National Interscholastic Athletic Administrators Association Conference

LOCATION: Austin, Tx.

ABSENCE: # Days 6 Sub Required:  Yes  No # of School Days Missed 4

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>\$295.00</u>		<u>001.00.620.2579.6360.508.0000</u>
Transportation	<u>\$400</u>	Mode <u>Plane</u>	<u>001.00.620.2579.6582.508.0000</u>
Rental Car	<u>\$75</u> <u>Uber</u>		
Meals	<u>\$307.00</u>		<u>001.00.620.2579.6582.508.0000</u>
Lodging	<u>\$964.40</u>		<u>001.00.620.2579.6582.508.0000</u>
Substitutes	_____		_____
TOTAL	<u>\$2041.40</u>		

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

Purpose of travel: To attend the NFHS/NIAAA Athletic Director's conference

Outcomes and academic benefits to students and staff: Attend workshops in safety, budget and other areas of athletics.

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

Submitted by: Armando Soto 10/23/24  
 Signature Date

\_\_\_\_\_  
 Principal/Supervisor Date 10/23/24

Armando Soto  
 Associate Superintendent/Superintendent Date 10/23/2024

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

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

EMPLOYEE(S): Marco Dominguez  
 \_\_\_\_\_  
 \_\_\_\_\_

SCHOOL: District Offices  
 Department (opt.): Interscholastic  
 DATE(S): December 13-18, 2024

ACTIVITY/EVENT: National Interscholastic Athletic Administrators Association Conference  
 LOCATION: Austin, Tx.

ABSENCE: # Days 6 Sub Required:  Yes  No # of School Days Missed 4

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
		(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$295.00</u>	<u>525.00.620.2579.6360.282.0000</u>
Transportation	<u>\$400</u> Mode <u>Plane</u>	<u>525.00.620.2579.6582.282.0000</u>
Rental Car	<u>\$75</u> <u>Uber</u>	
Meals	<u>\$307.00</u>	<u>525.00.620.2579.6582.282.0000</u>
Lodging	<u>\$964.40</u>	<u>525.00.620.2579.6582.282.0000</u>
Substitutes	_____	_____
TOTAL	<u>\$2041.40</u>	

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

Purpose of travel: To attend the NFHS/NIAAA Athletic Director's conference

Outcomes and academic benefits to students and staff: Attend workshops in safety, budget and other areas of athletics.

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

Submitted by: \_\_\_\_\_ 10/23/24  
 Signature Date

Tona Bulley \_\_\_\_\_ 10/23/24  
 Principal/Supervisor Date

\_\_\_\_\_ 10/25/2024  
 Associate Superintendent/Supervisor Date

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

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

EMPLOYEE(S): Hayley Gottlieb A.J. Malis  
Shawn Smith \_\_\_\_\_

SCHOOL: Amphitheater High School  
Department (opt.): AVID  
DATE(S): December 11-14, 2024

ACTIVITY/EVENT: AVID National Conference 2024

LOCATION: Sheraton Dallas Hotel Dallas, TX

ABSENCE: # Days 2.5 Sub Required:  Yes  No

# of School Days Missed 2.5

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)  
APPROXIMATE COST

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

Registration	<u>\$2655</u>		<u>100.25.100.2210.6360.281.0000</u>
Transportation	<u>\$3100</u>	Mode <u>Airline/Uber</u>	<u>100.25.100.2579.6360.281.0000</u> <u>100.25.100.2210.6582.281.0000</u> <u>100.25.100.2579.6582.281.0000</u>
Rental Car	<u>N/A</u>		
Meals	<u>\$619.50</u>		<u>100.25.100.2210.6582.281.0000</u> <u>100.25.100.2579.6582.281.0000</u>
Lodging	<u>\$1800.27</u>		<u>100.25.100.2210.6582.281.0000</u> <u>100.25.100.2579.6582.281.0000</u>
Substitutes	<u>\$350</u>		<u>001.00.100.1001.6105.281.0000</u>
TOTAL	<u>\$8524.77</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: AVID leadership attend National conference

Outcomes and academic benefits to students and staff: In order to start planning/preparing for AHS to move towards being an AVID Site of Distinction

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 checked="" type="checkbox"/> Scholarship       |   |

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

Submitted by: A.J. Malis \_\_\_\_\_ Date: October 21, 2024  
Signature

A.J. Malis \_\_\_\_\_ Date: October 21, 2024  
Principal/Supervisor

[Signature] \_\_\_\_\_ Date: 10/25/2024  
Associate Superintendent/Superintendent

AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

**ORIGINAL SUBMISSION**

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

SCHOOL: AMS

ESTIMATED NUMBER OF STUDENTS: 40

NAME OF SCHOOL GROUP/CLUB/ENTITY: Project Catalina

STAFF ADVISOR(S)/CHAPERONES: Kellie Higgins, Caitlin Grosse, Paul Avila

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Trip to Catalina Island Marine Institute (CIMI)

DESTINATION OF TRAVEL: Catalina Island, California

DATES OF TRAVEL: 03/04/2025-03/07/2025

ACADEMIC BENEFITS TO STUDENTS: Extension of science curriculum. Topics include marine biology, oceanography, astronomy, ecology, biodiversity, data collection and data analysis.

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

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

PROPOSED METHOD OF TRANSPORTATION:

- District-owned vehicles  
Transportation approval: \_\_\_\_\_  
 Other Charter Bus

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

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

	APPROX. COST	BUDGET CODE
Registration	<u>\$12,375.00</u>	<u>100.25.100.1001.6892.166.0000</u>
Transportation	<u>\$ 6,600.00</u>	<u>525.00.410.2710.6519.166.0000</u>
Meals	<u>\$ 300.00</u>	<u>100.25.100.2190.6892.166.0000</u>
Lodging	<u>\$ 2,000.00</u>	<u>100.25.100.2190.6892.166.0000</u>
Substitutes	<u>\$ 1,800.00</u>	<u>100.25.100.1001.6105.166.0000</u>
<b>TOTAL</b>	<b><u>\$23,075.00</u></b>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? Yes

IF SO, SOURCE & AMOUNTS: Student tuition and tax credit donations

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

HOW ARE CHAPERONE EXPENSES PAID? Included in student cost

COST TO EACH STUDENT \$ \$675.00

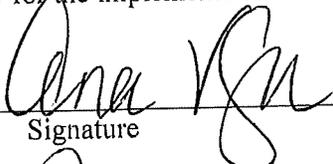
HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Scholarships are made available to those students who need them.

FUNDING SOURCE(S): Tax credit donations

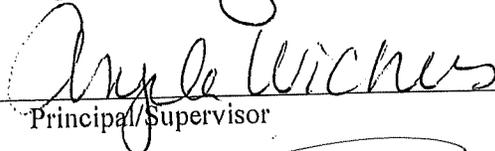
FUNDRAISING ACTIVITIES PLANNED (If applicable):

\_\_\_\_\_

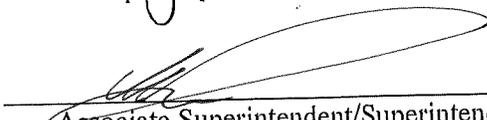
The travel is necessary for the implementation of the project funding the travel.

SUBMITTED BY:   
Signature

11/1/24  
Date

APPROVED BY:   
Principal/Supervisor

11/1/24  
Date

  
Associate Superintendent/Supervisor

11/1/24  
Date

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

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

EMPLOYEE(S): Todd A. Jaeger Deanna Day SCHOOL: District Offices  
Patricia Harris Department (opt.): \_\_\_\_\_  
 DATE(S): 3/2/25-3/4/25

ACTIVITY/EVENT: Georgia Association for Gifted Children Annual Convention

LOCATION: Columbus, GA

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$900.00</u>		<u>001.00.100.2310/2320.6360.501/502.0000</u>
Transportation	<u>\$2600.00</u>	Mode <u>air</u>	<u>001.00.100.2310/2320.6582.501/502.0000</u>
Rental Car	<u>\$200.00</u>		<u>001.00.100.2310.6582.501.0000</u>
Meals	<u>\$450.00</u>		<u>001.00.100.2310/2320.6582.501/502.0000</u>
Lodging	<u>\$1200.00</u>		<u>001.00.100.2310/2320.6582.501/502.0000</u>
Substitutes	_____		_____
<b>TOTAL</b>	<b><u>\$5350.00</u></b>		

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

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

Purpose of travel: To attend the Georgia Association for Gifted Children Annual Convention

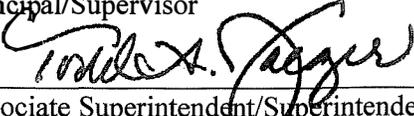
Outcomes and academic benefits to students and staff: Attend breakout sessions offered by leading experts in gifted education.

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

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

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

Submitted by: \_\_\_\_\_  
 Signature Date

Principal/Supervisor \_\_\_\_\_ Date  
  
 Associate Superintendent/Supervisor \_\_\_\_\_ Date  
11-8-24



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

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**DATE OF MEETING:** November 12, 2024

**TITLE:** Presentation on District Data as it relates to the School A-F Letter Grades

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**BACKGROUND:**

This presentation will provide information regarding the review of the District Data as it relates to the School A-F letter grades. It will focus on the A-F letter grading system, analysis of the components in Amphi schools to identify potential within the A-F model and outline areas and next steps for continuous improvement in our schools.

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**RECOMMENDATION:**

This item is presented for Governing Board's study.

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**INITIATED BY:**

*Tassi Call*

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: October 30, 2024

*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent



# A-F LETTER GRADES

## A REVIEW OF THE A-F LETTER GRADE SYSTEM AND AMPHI DATA



Jason Weaver  
Program Evaluation and Data Analyst  
Office of Learning and Instruction

# A-F Letter Grades



Review the key components and calculations of the A-F letter grade system.



Review District Letter Grades



Review State Assessment Achievement Data

# A-F Letter Grades: Proficiency Levels for Students



## Highly Proficient (Level 4)

- ✓ Advanced understanding, highly likely to be ready (for the next grade level).

## Proficient (Level 3)

- ✓ Strong understanding, likely to be ready (for the next grade level).

## Partially Proficient (Level 2)

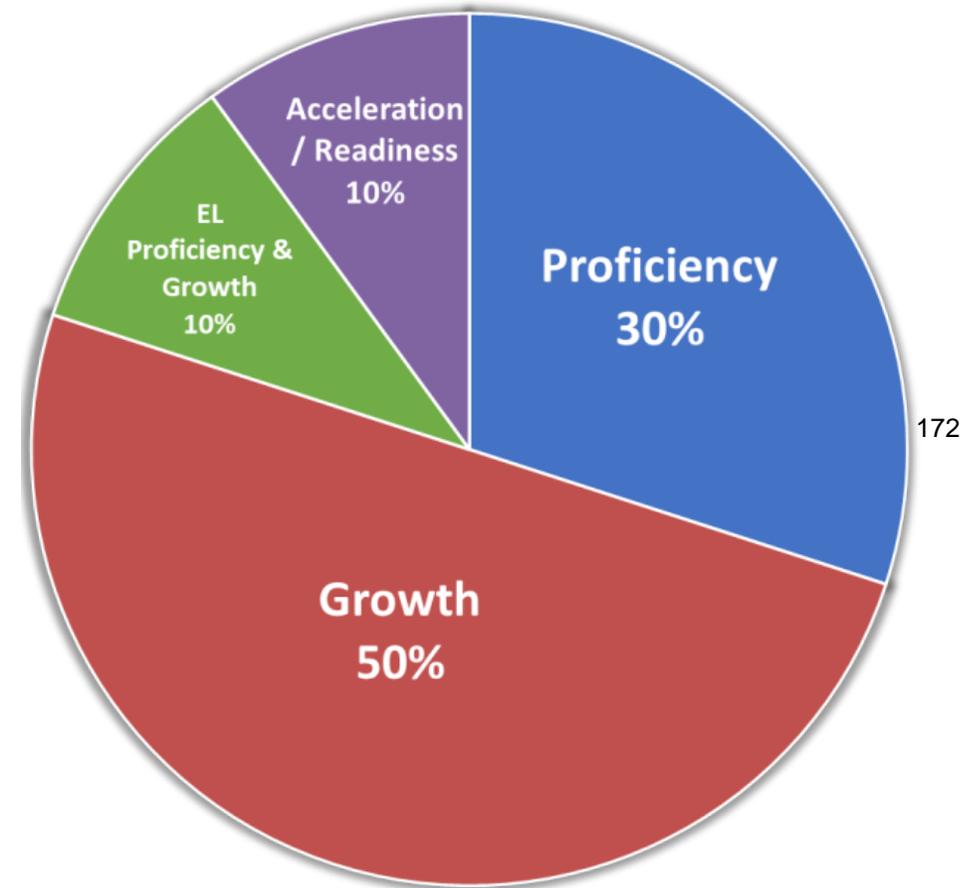
- ✓ Partial understanding, likely to need support be ready (for the next grade level).

## Minimally Proficient (Level 1)

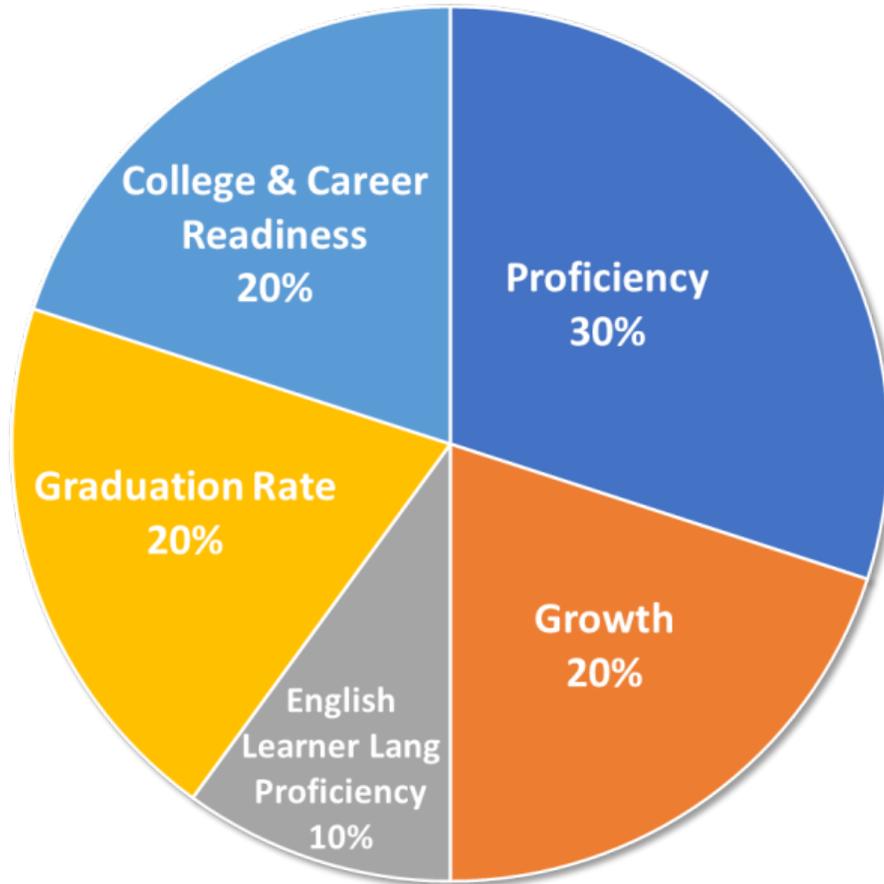
- ✓ Minimal understanding, highly likely to need support be ready (for the next grade level).

# A-F Letter Grades: K-8 Structure

- ✓ Percentage of **proficient** students on the AASA grade level assessment (grades 3-8)
- ✓ Longitudinal indicators of relative student **growth**
- ✓ English Learner language **proficiency** and **growth** (grades K-8)
- ✓ Indicators to measure students' ability to **accelerate** beyond elementary school



# A-F Letter Grades: High Schools



- ✓ Percentage of **proficient** students on the state administered ACT (grade 11)
- ✓ Longitudinal indicators of relative student gain and **growth**
- ✓ English Learner language **proficiency**<sup>173</sup> and **growth** (grades 9-12)
- ✓ College and Career Readiness Indicators
- ✓ Graduation rate



# 2023-2024 Letter Grades and State Assessment Data



# A-F Letter Grade Definitions

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**A** - Excellent

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**B** - Highly Performing

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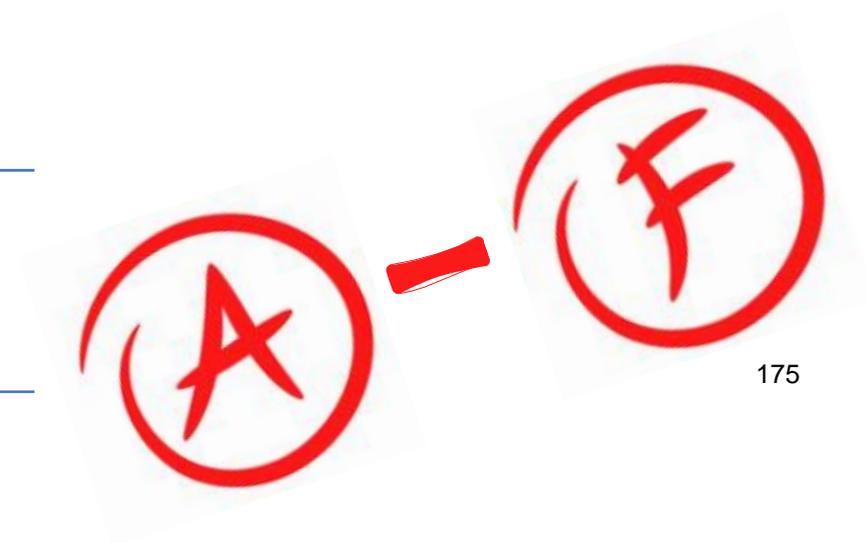
**C** - Adequately Performing

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**D** - Minimally Performing

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**F** - Failing





*2023-2024 School Year*

**2024  
Letter Grade**

Amphitheater High School	<b>C</b>
Amphitheater Middle School	<b>C</b>
Canyon del Oro High School	<b>A</b>
Copper Creek Elementary	<b>A</b>
Coronado K-8 School	<b>A</b>
Cross Middle School	<b>A</b>
Donaldson Elementary	<b>D</b>
Harelson Elementary	<b>A</b>
Holaway Elementary	<b>B</b>
Innovation Academy	<b>A</b>
Ironwood Ridge High School	<b>A</b>
Keeling Elementary	<b>B</b>
La Cima Middle School	<b>C</b>
Mesa Verde Elementary	<b>A</b>
Nash Elementary	<b>D</b>
Painted Sky Elementary	<b>A</b>
Prince Elementary	<b>B</b>
Rio Vista Elementary	<b>C</b>
Walker Elementary	<b>A</b>
Wilson K-8 School	<b>A</b>



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**A** - Excellent

---

**B** - Highly Performing

---

**C** - Adequately Performing

176

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**D** - Minimally Performing

---

**F** - Failing



# Areas/Strengths Contributing to Strong A-F Performances



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**Painted Sky** - Large gains in 3rd grade Math (+21) and ELA (+30) & 5<sup>th</sup> grade Math (+12) and ELA (+12)

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**Multiple Schools** saw increased performance and growth on the AZELLA English Language proficiency test

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177



**Holaway** - Significant improvement in 3rd, 4th, and 5th grade Mathematics

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**Coronado** - strong performances in 3rd, 5th, 8th grade ELA and 6th, 8th grade Math

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**IRHS** - Increases in graduation rates, College and Career Readiness, and Bonus Points for ACT Aspire.

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# Areas/Strengths Contributing to Decreases in A-F Performances

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**Rio Vista** – Decreases in student growth points, as well as 4<sup>th</sup> grade ELA and Math proficiency points. EL Proficiency/Growth; Grade 5 ELA and Math gains.

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**Donaldson** – Performance and Growth in ELA and Math AASA; Grade 3 ELA/Math Proficiency/Growth for English Learning students  
Proficiency/Growth of population subgroups.

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**Nash** – Performance and Growth in ELA and Math AASA  
Proficiency/Growth for English Learning students  
Proficiency/Growth of population subgroups; Students w/Disabilities

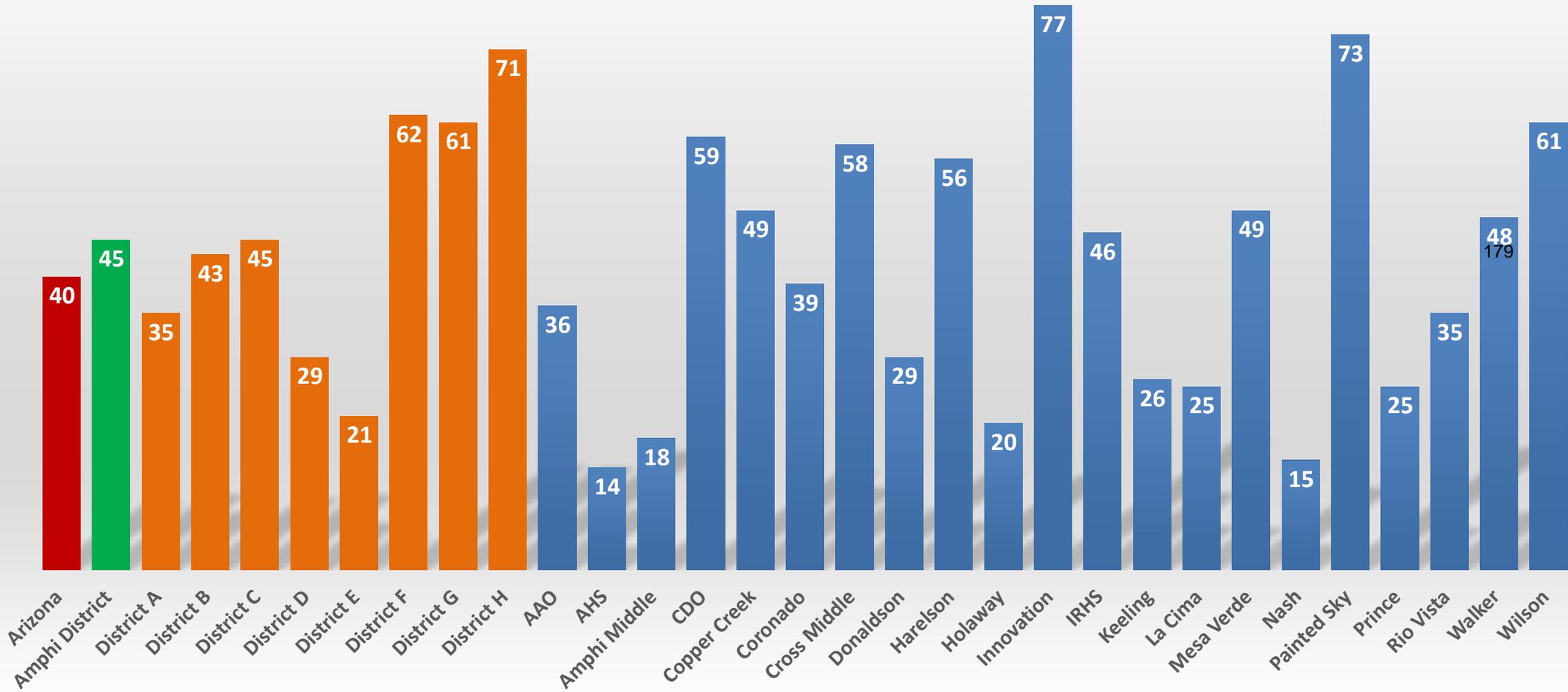
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**AHS**- Decrease in graduation rates from 2021-2022 to 2022-2023 school years. AHS observed increases in English Language Arts proficiency, College and Career Readiness points, and overall academic growth.



# 2023-2024 Percent Passing- English Language Arts

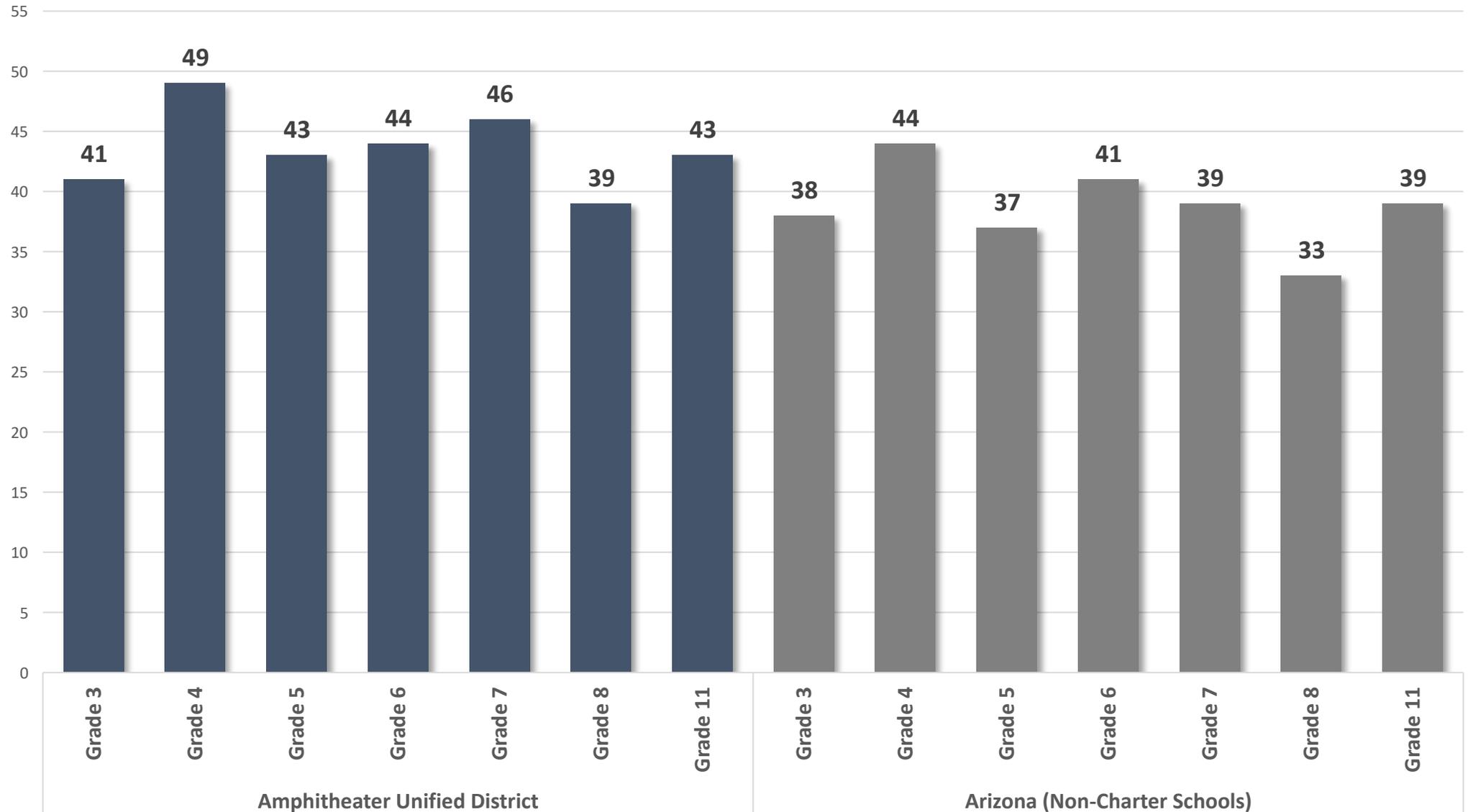
## State Assessments



\*FAY Students



# English Language Arts Proficiency – Grade Level



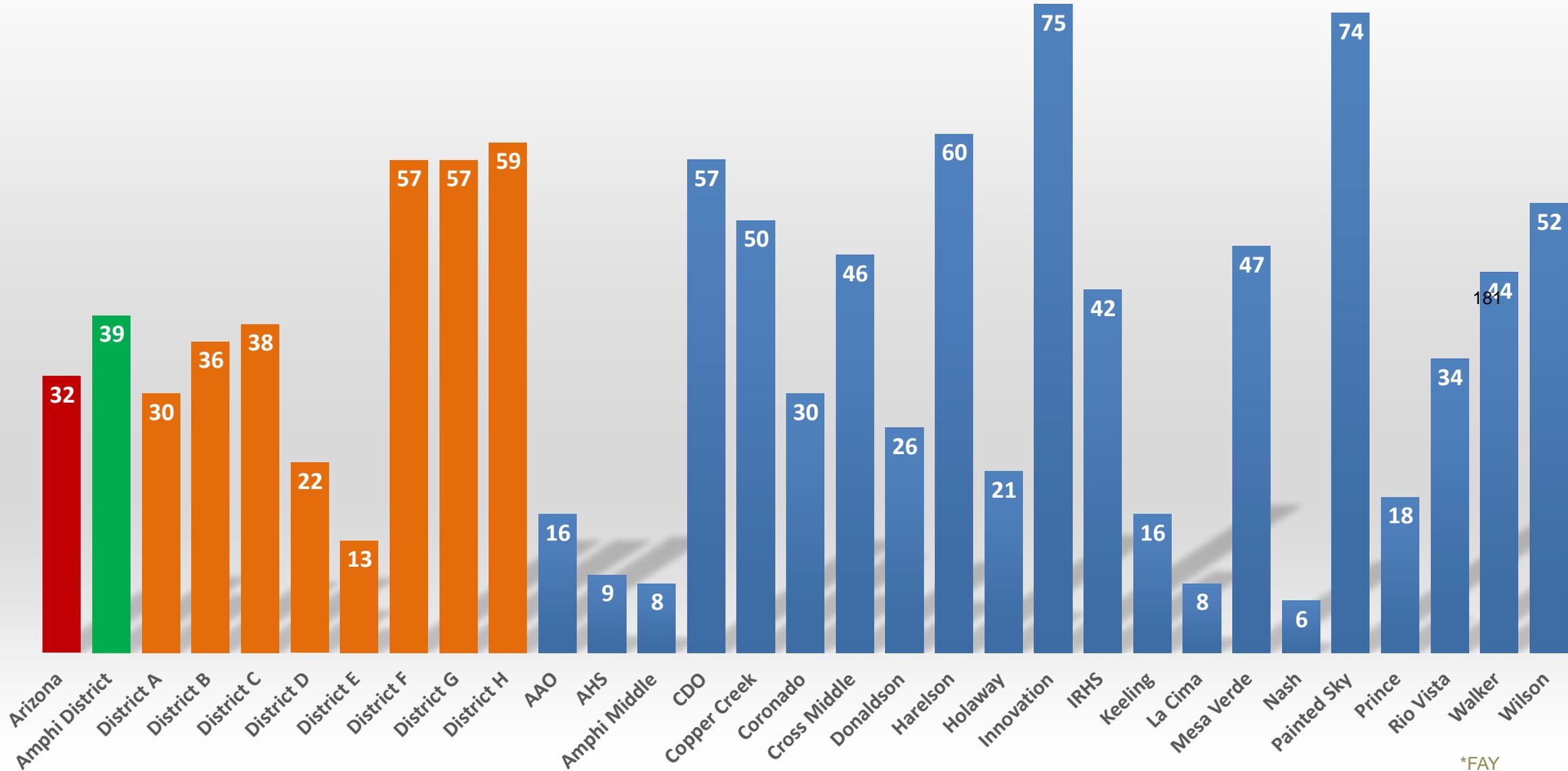
180

\*FAY/Non-FAY Students

# 2023-2024 Percent Passing- Mathematics



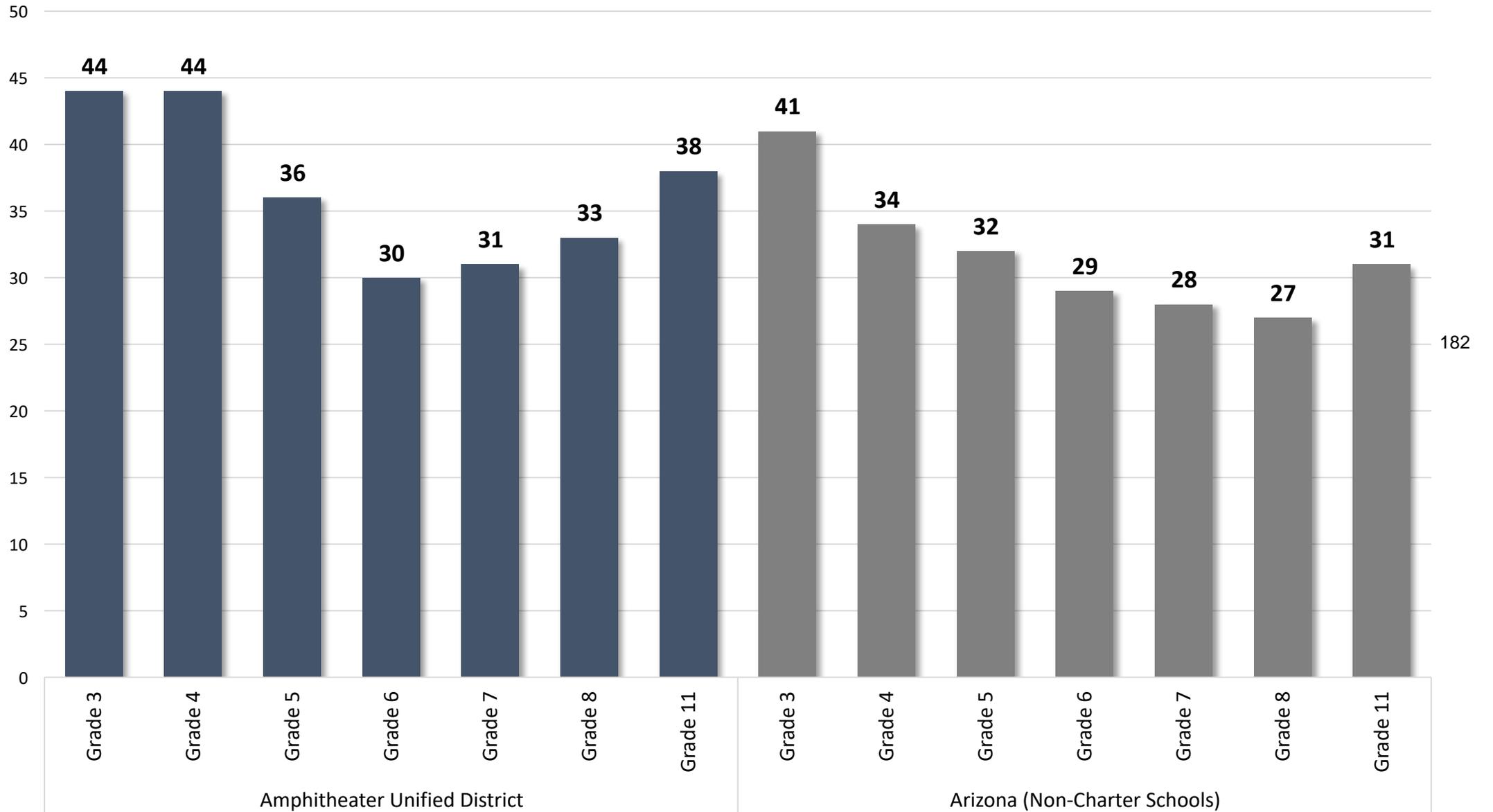
## State Assessments



\*FAY



# State Assessment Mathematics Proficiency – Grade Level



\*FAY/Non-FAY Students



# Student Performance Summary

Increase in the number of “A” schools



A-F provides one snapshot or view of our schools



Areas of success and excellence to build upon



Areas requiring a commitment to growth and improvement

# Next Steps



# Questions?





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

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**DATE OF MEETING:**        **November 12, 2024**

**TITLE:**            **Approval of District Addenda Format and Study of Evaluation Guidelines**

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**BACKGROUND:**

On August 13, 2024, Amphitheater Governing Board members approved the recommended changes to compensation associated with addenda that support athletics, clubs, fine arts, and other programs.

During the District Addenda Committee’s work, we reviewed current documents gleaned from the Interscholastic Department’s “High School Coaches’ Handbook.” Within this handbook is a description of the duties and expectations required of athletic coaches. Moreover, the document also provides the current evaluation instrument Athletic Directors use when evaluating head coaches and assistant coaches at the conclusion of each season. In addition to this evaluation instrument, the committee also reviewed the Classified Evaluation instrument. Using these documents as a foundation, the committee evaluated the merits of each and synthesized draft proposals outlined in the accompanying documents “Student Activities Addenda Duties and Expectations” and “Addenda Evaluation Instrument.”

Furthermore, as the committee considered addenda that fall outside of student activities and/or programs but benefit students and the goals of the school, the committee developed an application that principals would utilize for staff seeking to receive an addendum. Upon conclusion of the term or duration associated with these addenda, the principal/administrator would use the proposed evaluation instrument.

This Board item seeks specific feedback and direction on the Addenda Application, Student Activities Addenda Duties and Expectations, and the Addenda Evaluation Instrument.

In addition, the Board is asked to approve the recommended change of a 504 flat rate of \$500 to \$50 per student and formatting changes to the approved addenda rates that will ensure a format consistent with what was previously reflected on the District’s website.

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**RECOMMENDATION:**

This item is presented to the Governing Board as a study/action item with a recommendation for approval of the proposed rate change to 504 addenda, formatting changes to the Addenda Schedule and study of the proposed duty requirements, application, and evaluation instrument.

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**INITIATED BY:**

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**Matthew Munger**  
Associate Superintendent for Secondary Education

**Date: November 8, 2024**

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



# Amphitheater Public Schools Performance Evaluation System



**Staff Name:** \_\_\_\_\_ **School** \_\_\_\_\_  
**Activity:** \_\_\_\_\_ **Evaluator** \_\_\_\_\_  
**Level/Grade:** \_\_\_\_\_ **Date of Conference** \_\_\_\_\_  
**Position:**     Head Coach     Asst. Coach     Advisor/Coordinator     Director

**Rating Scale:**    A/B    Acceptable Or Beyond  
                           IE    Improvement Expected  
                           U    Unsatisfactory

## I. PERSONAL AND PROFESSIONAL ATTRIBUTES

	A/B	IE	U
<b>A. Personal Qualities</b>			
1. Demonstrates self-confidence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is enthusiastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Presents a positive role model for students, i.e., communication, language and leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Professional Conduct</b>			
1. Exhibits ethical behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintains control under stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Places the welfare of student safety and well-being above success and does not sacrifice values/principles to win	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides appropriate guidance and assistance to related staff, i.e. assistant coaches, volunteer coaches, volunteers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## II. ADMINISTRATIVE PROCEDURAL ABILITIES

	A/B	IE	U
<b>A. Organization/Preparation</b>			
1. Conducts well-planned practices, rehearsals, and competitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Utilizes related staff competently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Effectively communicates with staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Submits required paperwork in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provides guidance regarding availability of advanced academic, athletic, college and/or career opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Financial Resources</b>			
1. Adheres to District procurement policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Can account for all expenditures related to supplemental funds/fundraising	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Works within the constraints of the budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Conducts issuing and collection of equipment in a timely fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Safety Aspects</b>			
1. Exhibits reasonable and prudent conduct in protecting student safety and well-being	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Follows the advice of the physician/trainer/nurse regarding the participation of injured students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Provides safe playing, practice, rehearsal conditions and utilizes all protective equipment (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



# Amphitheater Public Schools Performance Evaluation System



### III. THEORY AND TECHNIQUES OF LEADERSHIP

A/B

IE

U

#### A. Leadership/Direction Methods

- |    |   |                          |                          |                          |
|----|---|--------------------------|--------------------------|--------------------------|
| 1. | Applies knowledge of the skills, techniques and rules of the activity               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Assists all students in reaching their potential                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Demonstrates the ability to analyze and correct errors                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Demonstrates the ability to teach fundamentals                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Develops good team spirit and morale  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Develops self-confidence and determination in every student                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Employs sound methods to teach skills and techniques                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Maintains discipline in a firm, supportive, and constructive manner                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Provides an environment that makes participation a positive experience for students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### B. Pedagogy

- |    |   |                          |                          |                          |
|----|---|--------------------------|--------------------------|--------------------------|
| 1. | Demonstrates the ability to evaluate the performance of students/teams                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Is knowledgeable of a variety of strategies   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Selects appropriate strategies that supports student growth   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Implements program philosophy and strategies consistent with guidelines established by the program leader | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### C. Rules and Regulations

- |    |  |                          |                          |                          |
|----|--|--------------------------|--------------------------|--------------------------|
| 1. | Abides by all associated rules and regulations for the activity                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Complies with academic and extracurricular policies and regulations of the district and school | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Demonstrates knowledge of rules and officiating techniques                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Enforces individual/team rules in an equitable and consistent manner                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**COMMENTS:**

**Staff Member Comments:**

**RECOMMENDATION:** (To be initialed by Administrator or Athletic Director)

- Recommended for rehire in position
- Recommended for rehire on probationary status (received one or more ratings of IE)
- Not recommended for rehire (received one or more ratings of U)

**SIGNATURES:**

\_\_\_\_\_

Staff Member

\_\_\_\_\_

Date

\_\_\_\_\_

Administrator

\_\_\_\_\_

Date



## Amphitheater Public Schools Responsibilities of Coaches, Sponsors, and Advisors



- To follow rules, policies, and regulations of the Amphitheater Public School District, Association-related bylaws, and Arizona statutes
- To adhere and represent the mission, vision, values, and beliefs of Amphitheater Public School District
- To uphold and develop the characteristics of the Promise of a Graduate
- To be a positive role model in the District, and the community
- Exemplify good behavior, appearance, and conduct when dealing with school/district personnel and event organizers/host
- To support student achievement and college and career preparedness
- To provide instruction, support, and feedback to students in a manner that supports success
- To develop, organize, and communicate to students, staff, parents, and site/district administration a schedule when activities, such as practices, rehearsals, meetings, etc. will occur
- To participate in scheduled competitions, invitationals, exhibitions, or school-related events
- To communicate written rules and expectations for student participants and parents
- To establish objective criteria for any activity/events that involve competition with the students, parents, and school administration
- To enforce District transportation guidelines
- To ensure that all financial transactions are handled in accordance with District policy
- To submit accurate and timely budget information to the athletic office, when requested or required
- To assume responsibility for the safety and supervision of all students participating in the team, club, or activities
- To supervise all areas where students are located during the course of events and/or activities
- To take proper care of all district equipment and facilities utilized or purchased for the activities
- To communicate the needs of the program to administration
- To prepare and submit any end of term/season reports
- To evaluate the program and staff at the completion of each season
- To be responsible for additional duties as defined by school administrators



# Site Addenda Proposal Application



Site:

Date:

Staff Member Name:

Position:

Title of Addenda Proposal:

**Description:**

Please describe how the addenda will support the site's and/or district's mission, vision, beliefs, and attainment of the Promise of a Graduate? Please provide specific information.

*(This application is not required for staff receiving addenda associated with programs provided under guaranteed District or Override programs, i.e. P.E., Fine Arts, STEM, etc.)*

**When will students benefit from these activities?**

Example: Push-in support, enrichment (fine arts, PE, etc.) Before/after school. Be specific in describing when activities will begin, occur, and conclude.

Identify which characteristic(s) of the Promise of Graduate are specifically related to this professional development activity.

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

**What are the primary objectives and/or State Standards that are supported through this activity?**

- 
- 
- 
- 
- 
- 

**How will your building administrator assess the completion/attainment of the objectives/goals?**



# Site Addenda Proposal Application



**Status of Application:**     Approved                       Denied                       Resubmit w/ Additional Information

**Comment:**

*Upon approval, submit ePAR with required information.*

\_\_\_\_\_  
Staff Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Principal Signature:

\_\_\_\_\_  
Date:

DRAFT

## Amphitheater Athletic Addendum Schedule Effective Beginning FY25

### High School

Sport	Position	Flat Rate
Football	Head Coach	\$4,102.59
	Assistant Coach	\$2,699.07
Baseball	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Basketball	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Soccer	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Wrestling	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Softball	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Spirit Leading (per season)	Head Coach	\$2,645.09
	Assistant Coach	\$2,429.16
Swimming	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11 (site funded)
Volleyball	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Track	Head Coach	\$3,238.88
	Assistant Coach	\$2,591.11
Cross Country	Head Coach	\$2,807.03
	Assistant Coach	\$2,591.11 (site funded)
Golf	Head Coach	\$2,807.03
Tennis	Head Coach	\$2,807.03
Strength Training	Head Coach	\$2,807.03
Summer Weights	(per summer)	\$2,105.27
Diving	(per season)	\$1,500.00
Assistant Athletic Trainer	(per season)	\$1,997.31
Athletic Equipment Technician	(per season)	\$1,997.31
Interscholastic Activities Manager	(per season)	\$2,850.00
Special Olympics	Head Coach	\$1,835.37

### Middle School

Sport	Position	Flat Rate
Football	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Baseball	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Basketball	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Soccer	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Wrestling	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Softball	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Volleyball	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Track	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48
Cross Country	Head Coach	\$1,835.37
	Assistant Coach	\$1,511.48 (site funded)
Tennis	Head Coach	\$1,835.37
Sixth Grade Activities	Assistant Coach	\$1,511.48 (site funded)
Extra Curricular Activities Director	(per season)	\$2,159.26
Interscholastic Supervisor	(per quarter)	\$500.00

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# Amphitheater Non-athletic Addendum Schedule Effective Beginning FY25

## High School

Activity	Flat Rate
Academic Competitions*	\$1,600.00
<del>Academic Decathlon</del>	<del>\$1,600.00</del>
AVID Site Team Coordinator	\$1,619.44
Band	\$3,292.86
<del>Chess</del>	<del>\$1,187.59</del>
Department Head	\$3,616.75
Drama	\$2,429.16
Dyslexia Training Designee	\$3,350.00
eSports (per semester)	\$1,800.00
Flags	\$1,349.53
Flex Addenda	\$800.00
MESA Coordinator	\$1,619.44
Musical Director	\$2,306.08
Musical Assistant Director	\$1,831.05
National Honor Society	\$1,500.00
Newspaper	\$1,997.31
<del>Odyssey of the Mind</del>	<del>\$1,295.55</del>
Orchestra	\$2,105.27
Percussion	\$1,349.53
<del>Speech</del>	<del>\$1,727.40</del>
Student Government	\$1,889.35
Technology Coach	\$1,673.42
<del>VEX Robotics</del>	<del>\$1,295.55</del>
Vocal Music	\$2,105.27
Yearbook	\$1,997.31

(site funded)

## Other

Activity	Flat Rate
Elementary Coordinator - Wetmore	\$1,619.44
Section 504 - Wetmore	<del>\$500</del> \$50/Student
School Psychologist Intern Site Supervisor	\$1,619.44

## Middle School

Activity	Flat Rate
AVID Site Team Coordinator	\$1,619.44
Department Head	\$1,295.55
Dyslexia Training Designee	\$3,350.00
Flex Addenda	\$800.00
Honor Society	\$809.72
Math Counts	\$1,025.65
MESA Coordinator	\$1,619.44
Newspaper	\$1,295.55
Odyssey of the Mind	\$1,600.00
Performing Arts	\$1,943.33
Student Council	\$1,457.50
Technology Coach	\$1,673.42
VEX Robotics	\$1,295.55
Yearbook	\$1,619.44

(site funded)

(site funded)

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## Elementary

Activity	Flat Rate
Academic Assistant	\$800.00
Admin Asst - Building Designee	\$2,159.26
AVID Site Team Coordinator	\$1,619.44
Dyslexia Training Designee	\$3,350.00
Odyssey of the Mind	\$1,600.00
Special Education Facilitator	\$809.72
Student Council	\$1,025.65
Technology Coach	\$1,673.42
VEX Robotics	\$1,295.55

(site funded)

\* Academic Competitions include: Academic Decathlon, Chess, Odyssey of the Mind, Speech, and Vex Robotics.

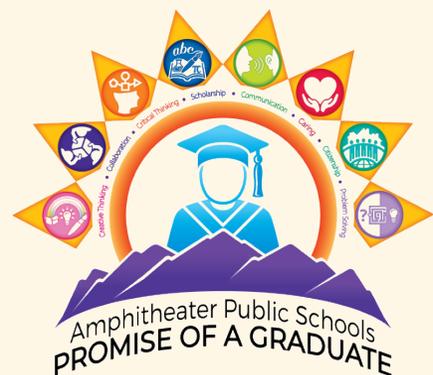


# Information District Addenda and Duties

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Matt Munger

Associate Superintendent for Secondary Education





# District Addenda Updates



After the Board's approval of addenda rates, the updated amounts were integrated into the District's Addenda Schedule to ensure consistency of format and presentation.



*Additional recommendations were developed, particularly for 504 Addenda. The recommendation transitions the amount from a flat rate of \$500 to a per pupil rate of \$50. The recommendation will result in equitable payment for staff based on their caseload.*







# Addenda Duties and Responsibilities



## Amphitheater Public Schools Responsibilities of Coaches, Sponsors, and Advisors



- To follow rules, policies, and regulations of the Amphitheater Public School District, Association-related bylaws, and Arizona statutes
- To adhere and represent the mission, vision, values, and beliefs of Amphitheater Public School District
- To uphold and develop the characteristics of the Promise of a Graduate
- To be a positive role model in the District, and the community
- Exemplify good behavior, appearance, and conduct when dealing with school/district personnel and event organizers/host
- To support student achievement and college and career preparedness
- To provide instruction, support, and feedback to students in a manner that supports success
- To develop, organize, and communicate to students, staff, parents, and site/district administration a schedule when activities, such as practices, rehearsals, meetings, etc. will occur
- To participate in scheduled competitions, invitationals, exhibitions, or school-related events
- To communicate written rules and expectations for student participants and parents
- To establish objective criteria for any activity/events that involve competition with the students, parents, and school administration
- To enforce District transportation guidelines
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- To supervise all areas where students are located during the course of events and/or activities
- To take proper care of all district equipment and facilities utilized or purchased for the activities
- To communicate the needs of the program to administration
- To prepare and submit any end of term/season reports
- To evaluate the program and staff at the completion of each season
- To be responsible for additional duties as defined by school administrators

Based upon the feedback from the Governing Board during the July 2024 presentation, the committee began developing a list of duties/responsibilities, similar to that of coaches, that staff are expected to fulfill throughout the term of the addenda.

These duties and responsibilities would be assessed in the staff member's evaluation at the end of the season, term, or year.



# Addenda Application



## Site Addenda Proposal Application



Site:

Date:

Staff Member Name:

Position:

Title of Addenda Proposal:

### Description:

Please describe how the addenda will support the site's and/or district's mission, vision, beliefs, and attainment of the Promise of a Graduate? Please provide specific information.

*(This application is not required for staff receiving addenda associated with programs provided under guaranteed District or Override programs, i.e. P.E., Fine Arts, STEM, etc.)*

### When will students benefit from these activities?

Example: Push-in support, enrichment (fine arts, PE, etc.) Before/after school. Be specific in describing when activities will begin, occur, and conclude.

Identify which characteristic(s) of the Promise of Graduate are specifically related to this professional development activity.

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

What are the primary objectives and/or State Standards that are supported through this activity?

- 
- 
- 
- 
- 

- How will your building administrator assess the completion/attainment of the objectives/goals?

Status of Application:  Approved  Denied  Resubmit w/ Additional Information

Comment:

Upon approval, submit ePAR with required information.

\_\_\_\_\_  
Staff Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Principal Signature:

\_\_\_\_\_  
Date:

# Evaluating Use of Addenda



After developing a list of the duties that are relevant to all addenda and creating a draft application for principals to utilize for their “flex” addenda (MS/HS) or “Academic Assistant” (ES), the committee began to consider *how* principals would evaluate the staff member’s performance and completion of the duties associated with the addenda.

The committee’s approach began by reviewing the District’s current evaluation instruments, specifically the Coach Evaluation instrument and the Classified Evaluation instrument.



# Evaluating Use of Addenda



## AMPHITHEATER CLASSIFIED PERFORMANCE RATING FORM

NAME   
 TITLE   
 LOCATION/DEPARTMENT   
 PERIOD RATED FROM  TO

2 Month Evaluation	<input type="checkbox"/>
End of Probation	<input type="checkbox"/>
Annual	<input type="checkbox"/>
Special	<input type="checkbox"/>

### INSTRUCTIONS TO EVALUATORS:

Evaluate the performance of the employee named above in all of the following factors and indicate your rating of each by placing an "X" in the most appropriate block.

**EX – Excellent** (Consistent performance in excess of the standard level.)  
**S – Satisfactory** (Consistent Performance at the standard level.)  
**NI - Needs Improvement** (Performance below the standard level, but with a potential for improvement.)  
**U – Unsatisfactory** (Consistent performance below the standard level. A rating of unsatisfactory indicates the improvement is required within 90 days.)  
**NA - Not Applicable**

### I. COMMENDABLE AREAS OF PERFORMANCE:

### II. FACTORS OF EVALUATION:

#### A. Quality of Work

- Job Skills
- Job Knowledge
- Accuracy
- Neatness
- Thoroughness

	EX	S	NI	U	NA	COMMENTS (for more space please use an additional sheet)
1. Job Skills	<input type="checkbox"/>					
2. Job Knowledge	<input type="checkbox"/>					
3. Accuracy	<input type="checkbox"/>					
4. Neatness	<input type="checkbox"/>					
5. Thoroughness	<input type="checkbox"/>					

#### B. Quantity of Work

- Volume of output
- Extent to which work schedules are met

	EX	S	NI	U	NA	COMMENTS
1. Volume of output	<input type="checkbox"/>					
2. Extent to which work schedules are met	<input type="checkbox"/>					

#### C. Work Habits & Attitudes

- Dependability
- Punctuality and attendance
- Ability to organize
- Carries out instructions
- Ability to work with appropriate supervision
- Telephone techniques
- Complies with rules and regulations (including safety rules)
- Performs routine tasks
- Customer Service

	EX	S	NI	U	NA	COMMENTS
1. Dependability	<input type="checkbox"/>					
2. Punctuality and attendance	<input type="checkbox"/>					
3. Ability to organize	<input type="checkbox"/>					
4. Carries out instructions	<input type="checkbox"/>					
5. Ability to work with appropriate supervision	<input type="checkbox"/>					
6. Telephone techniques	<input type="checkbox"/>					
7. Complies with rules and regulations (including safety rules)	<input type="checkbox"/>					
8. Performs routine tasks	<input type="checkbox"/>					
9. Customer Service	<input type="checkbox"/>					

### II. FACTORS (continued):

#### D. Personal Characteristics

- Judgment
- Initiative
- Adaptability to emergencies and new situations
- Keeps confidences
- Response to supervision and suggestions for improvement

	EX	S	NI	U	NA	COMMENTS
1. Judgment	<input type="checkbox"/>					
2. Initiative	<input type="checkbox"/>					
3. Adaptability to emergencies and new situations	<input type="checkbox"/>					
4. Keeps confidences	<input type="checkbox"/>					
5. Response to supervision and suggestions for improvement	<input type="checkbox"/>					

#### E. Relationship With Others

- Considers attitude toward
- Immediate Supervisor
  - Other Employees
  - Pupils
  - Public

	EX	S	NI	U	NA	COMMENTS
Considers attitude toward						
1. Immediate Supervisor	<input type="checkbox"/>					
2. Other Employees	<input type="checkbox"/>					
3. Pupils	<input type="checkbox"/>					
4. Public	<input type="checkbox"/>					

#### F. Supervisory Ability

- (where applicable)
- Leadership
  - Fairness and impartiality
  - Decision making
  - Training and instructing
  - Planning and assigning
  - Disciplinary control
  - Evaluating performance
  - Ability to complete assigned tasks
  - Cost Control

	EX	S	NI	U	NA	COMMENTS
1. Leadership	<input type="checkbox"/>					
2. Fairness and impartiality	<input type="checkbox"/>					
3. Decision making	<input type="checkbox"/>					
4. Training and instructing	<input type="checkbox"/>					
5. Planning and assigning	<input type="checkbox"/>					
6. Disciplinary control	<input type="checkbox"/>					
7. Evaluating performance	<input type="checkbox"/>					
8. Ability to complete assigned tasks	<input type="checkbox"/>					
9. Cost Control	<input type="checkbox"/>					

### III. a) OVERALL EVALUATION RATING

<input type="checkbox"/>	COMMENTS					
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	----------

b) If applicable, (during 4 month probationary period), please indicate:

\_\_\_\_\_ I recommend that this probationary employee be retained  / dismissed

### IV. RECOMMENDATIONS FOR IMPROVEMENT/EVALUATOR'S COMMENTS:

### V. EMPLOYEE'S COMMENTS:

\_\_\_\_\_  
 Supervisor Date

\_\_\_\_\_  
 Employee Date

\_\_\_\_\_  
 Department Head Date

\_\_\_\_\_  
 Administrative Head Date

CC: Employee  
 Orig.: Employee File-Records



# Evaluating Use of Addenda



AMPHITHEATER PUBLIC SCHOOLS  
Tucson, Arizona

## COACHING PERFORMANCE EVALUATION SYSTEM RATING FORM

Coach \_\_\_\_\_ School \_\_\_\_\_

Sport \_\_\_\_\_ Evaluator \_\_\_\_\_

Level \_\_\_\_\_ Date of Conference \_\_\_\_\_

Rating Scale: A/B Acceptable Or Beyond  
 IE Improvement Expected  
 U Unsatisfactory

I. PERSONAL AND PROFESSIONAL ATTRIBUTES		A/B	IE	U
<b>A. Personal Qualities</b>				
1.	Demonstrates self-confidence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Is enthusiastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Presents a positive role model for the athletic, i.e., language and sportsmanship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Professional Conduct</b>				
1.	Exhibits ethical behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Maintains emotional control under stress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Places the welfare of the athlete above winning and does not sacrifice values/principles to win	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Provides appropriate guidance and assistance to Assistant Coaches and/or volunteer coaches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>II. ADMINISTRATIVE PROCEDURAL ABILITIES</b>				
<b>A. Organization/Preparation</b>				
1.	Conducts well-planned practice sessions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Utilizes the coaching staff competently (Head Coach only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Effectively communicates with coaching staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Submits required paperwork in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Provides guidance regarding availability of advanced academic, athletic or career opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Financial Resources (Head Coach only)</b>				
1.	Adheres to budget policies and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Uses any supplemental funds in an accountable manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Works within the constraints of the budget	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Conducts the issuing and collection of equipment in a timely fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Safety Aspects</b>				
1.	Exhibits reasonable and prudent conduct in preventing and handling accidents and injuries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Follows the advice of the physician/trainer regarding the participation of injured athletes accidents and injuries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Provides safe playing conditions and protective equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### III. THEORY AND TECHNIQUES OF COACHING

#### A. Coaching Methods

	A/B	IE	U
1. Applies knowledge of the skills, techniques and rules of the sport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Assists all athletes in reaching their fullest potential	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates the ability to analyze and correct errors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates the ability to teach fundamentals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Develops good team spirit and morale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Develops self-confidence and determination in athletes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Employs sound methods to teach skills and techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Maintains discipline in a firm and constructive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Provides an environment that makes participation a positive experience for the athletes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Utilizes coaching methods consistent with guidelines established by Head Coach (Asst. Coach only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### B. Strategy

1. Demonstrates the ability to evaluate the performance of athletes/teams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is knowledgeable of a variety of tactics and strategies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Selects appropriate strategies and tactics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Implements program philosophy and strategies consistent with guidelines established by Head Coach (Asst. Coach only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### C. Rules and Regulations

1. Abides by AIA and 5A/4A Conference rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Complies with academic and extracurricular policies and regulations of the district and school	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates knowledge of rules and officiating techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Enforces team rules in an equitable and consistent manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_

RECOMMENDATION: (To be initialed by Athletic Director only)

- Recommended for rehire in position
- Recommended for rehire on probationary status (received one or more ratings of IE)
- Not recommended for rehire (received one or more ratings of U)

SIGNATURES:

\_\_\_\_\_  
Athletic Director Date

\_\_\_\_\_  
Head Coach Date

\_\_\_\_\_  
Assistant Coach Date

# Evaluating Use of Addenda

The primary concerns associated with the Classified template are the general descriptions that are being measured, the relevance of the area being assessed, and too many options.

As designed, the instrument used to evaluate coaches was focused entirely on athletics. In addition, some updating was needed.



# Evaluating Use of Addenda



The committee did appreciate that the Classified instrument allowed the staff member to respond and provide input in their evaluation and felt that was important to include in any new instrument.



The Coach evaluation instrument was easier to utilize, particularly as it simplified the “rating” a staff member would receive.



In reviewing both instruments, the committee identified what the merits and challenges of each instrument and opted to create a hybrid version of the Coach Evaluation. This was based on the analysis that most addenda are associated with a student activity.



# Evaluating Use of Addenda





**Amphitheater Public Schools**  
Performance Evaluation System



Staff Name: \_\_\_\_\_ School \_\_\_\_\_  
 Activity: \_\_\_\_\_ Evaluator \_\_\_\_\_  
 Level/Grade: \_\_\_\_\_ Date of Conference \_\_\_\_\_  
 Position:  Head Coach  Asst. Coach  Advisor/Coordinator  Director

Rating Scale: A/B Acceptable Or Beyond  
 IE Improvement Expected  
 U Unsatisfactory

**I. PERSONAL AND PROFESSIONAL ATTRIBUTES** A/B IE U

**A. Personal Qualities**

1. Demonstrates self-confidence
2. Is enthusiastic
3. Presents a positive role model for students, i.e., communication, language and leadership

**B. Professional Conduct**

1. Exhibits ethical behavior
2. Maintains control under stress
3. Places the welfare of student safety and well-being above success and does not sacrifice values/principles to win
4. Provides appropriate guidance and assistance to related staff, i.e. assistant coaches, volunteer coaches, volunteers

**II. ADMINISTRATIVE PROCEDURAL ABILITIES** A/B IE U

**A. Organization/Preparation**

1. Conducts well-planned practices, rehearsals, and competitions
2. Utilizes related staff competently
3. Effectively communicates with staff
4. Submits required paperwork in a timely manner
5. Provides guidance regarding availability of advanced academic, athletic, college and/or career opportunities

**B. Financial Resources**

1. Adheres to District procurement policies and procedures
2. Can account for all expenditures related to supplemental funds/fundraising
3. Works within the constraints of the budget
4. Conducts issuing and collection of equipment in a timely fashion

**C. Safety Aspects**

1. Exhibits reasonable and prudent conduct in protecting student safety and well-being
2. Follows the advice of the physician/trainer/nurse regarding the participation of injured students
3. Provides safe playing, practice, rehearsal conditions and utilizes all protective equipment (if applicable)

**III. THEORY AND TECHNIQUES OF LEADERSHIP** A/B IE U

**A. Leadership/Direction Methods**

1. Applies knowledge of the skills, techniques and rules of the activity
2. Assists all students in reaching their potential
3. Demonstrates the ability to analyze and correct errors
4. Demonstrates the ability to teach fundamentals
5. Develops good team spirit and morale
6. Develops self-confidence and determination in every student
7. Employs sound methods to teach skills and techniques
8. Maintains discipline in a firm, supportive, and constructive manner
9. Provides an environment that makes participation a positive experience for students

**B. Pedagogy**

1. Demonstrates the ability to evaluate the performance of students/teams
2. Is knowledgeable of a variety of strategies
3. Selects appropriate strategies that supports student growth
4. Implements program philosophy and strategies consistent with guidelines established by the program leader

**C. Rules and Regulations**

1. Abides by all associated rules and regulations for the activity
2. Complies with academic and extracurricular policies and regulations of the district and school
3. Demonstrates knowledge of rules and officiating techniques
4. Enforces individual/team rules in an equitable and consistent manner

**COMMENTS:**

Staff Member Comments:

**RECOMMENDATION:** (To be initialed by Administrator or Athletic Director)

Recommended for rehire in position  
 Recommended for rehire on probationary status (received one or more ratings of IE)  
 Not recommended for rehire (received one or more ratings of U)

**SIGNATURES:**

\_\_\_\_\_  
Staff Member \_\_\_\_\_ Date

\_\_\_\_\_  
Administrator \_\_\_\_\_ Date



# Next Steps



## Feedback:



We will continue to gather feedback from administrators and pertinent staff and continue to refine the duty description, application, and evaluation instrument.



## Implementation:



Once the documents and processes have been finalized, we will begin communicating information to groups who receive one or more addenda. Communicate the process involved based on the type of addenda. Relevant manuals will be updated to reflect the new evaluation instrument.





# Questions



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

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**DATE OF MEETING:**      November 12, 2024

**TITLE:    Study, Discussion and Approval of Governing Board Vote on Recommended Revisions to the Arizona School Boards Association Bylaws**

---

**BACKGROUND:**

Amphitheater Public Schools is a member of the Arizona School Boards Association (ASBA). ASBA has forwarded a proposal to its member boards to consider and, if desired, act upon. This bylaw proposal by the ASBA Board of Directors must be approved by two-thirds of the ASBA member boards to be effective. After discussion, the Board will vote to give direction to Ms. Jen Anderson, Executive Assistant to the Superintendent and Governing Board, to vote in the manner the board has approved.

The ASBA Governance Committee, with unanimous approval from the ASBA Board of Directors, has proposed changes to the bylaws to enhance governance practices within the association. These updates are designed to improve transparency, accountability, and member engagement, ensuring that ASBA continues to operate with the highest standards of integrity and effectiveness. The proposed changes also aim to strengthen the association’s ability to adapt to emerging challenges and better serve our diverse membership.

The proposed bylaw revisions to are set forth in the attached document with language to be added identified in *blue* and proposed deletions in *red*. A summary of the proposed changes has also been provided for the Board’s reference.

ASBA strongly encourages all district member boards to exercise their ASBA membership rights and participate in voting. Electronic voting on the proposed changes to the Bylaws is now open and will closed on Friday, December 13, 2024 at 5:00 p.m.

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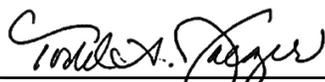
**RECOMMENDATION:** The Administration recommends that the Governing Board study, discuss and vote on the proposed changes to the ASBA Bylaws.

---

**INITIATED BY:**

  
\_\_\_\_\_  
**Jen Anderson**  
Executive Assistant to the Superintendent & Governing Board

**Date: October 28, 2024**

  
\_\_\_\_\_  
**Todd A. Jaeger, J.D., Superintendent**



ASBA Members,

President Desiree Fowler initiated a governance committee to undertake the task of reviewing and recommending changes to the organization's bylaws and internal policies. The governance committee, chaired by Chris King of Vail Unified School District, was comprised of district governing board members from various areas around the state of Arizona. Utilizing the existing bylaws, the committee came together and reviewed the bylaws to establish a common understanding and to solicit suggestions and recommendations for changes which would address shortcomings not previously addressed. Thank you for your continued service to your districts, students, communities, and the ASBA organization.

Chris King M.A.

Chairman, Governance Committee

## ***Article IV - Membership***

**Section 1. Classes of Membership:** Corrects language.

**Section 2. Voting Powers of Membership:** Identifies who has the right to be recognized at membership meetings.

**Section 3. Dues of the Membership:** Removal of establishment of membership dues by electronic vote.

**Section 5. Suspension and Expulsion:** Subdivides the section and identifies reasons to remove a member district or organization and the process.

## ***Article V - Officers and Board of Directors and Executive Committee***

**Section 1. Officers and Terms of Office:** Subdivides the section and directs resignation from Board of Directors upon filing for a paid partisan office.

**Section 2. Board of Directors:** Subdivides the section and clarifies how membership to the board of directors is determined and clarifies language.

**Section 3. Qualifications:** Clarifies language.

**Section 5. Nominations and Elections:** Subdivides the section and clarifies language.

**Section 6. Selection of Executive Director:** Subdivides the section and clarifies language around the employment of the Executive Director. (ED)

**Section 7. Duties of Officers, Board of Directors and Executive Committee:** Subdivides the section and defines duties of the officers of the Executive Committee.

**Section 8. Executive Committee:** Establishes ratification processes.

**Section 9. Vacancies and Removal from Office:** Subdivides the section and addresses vacancies and removals within the Board of Directors.

## ***Article VI - Meetings and Voting***

**Section 1. Membership Meetings:** Subdivides the section and clarifies language and establishes requirements for calling meetings. Changes language regarding quorum requirements. Authorizes the use of electronic meetings.

**Section 2. Meetings of the Board of Directors and Executive Committee:**

Subdivides the section and ensures compliance of the Executive Committee. All emergency meetings actions must be ratified by the Board of Directors.

**Section 3. Annual Delegate Assembly:** Subdivides the section and clarifies language and adjusts quorum requirement.

***Article VII - Committees & Caucuses***

**Section 1. Standing Committees:** Subdivides the sections and establishes standing committees and delegates areas of authority.

**Section 2. Caucuses:** Clarifies language and ensures caucus alignment with organizational bylaws.

***Article VIII - Amendment of Bylaws***

**Section 1.** Clarifies language.



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EDUCATE. ADVOCATE. ELEVATE.

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## Introduction

ASBA is a membership driven organization as described in these Bylaws. As a Private Nonprofit, ASBA is committed to compliance with the Articles of Incorporation, these Bylaws, and the Internal Policy Manual, in all aspects of our work. A review and understanding of these Bylaws facilitate smooth interaction between and among members. Your membership and participation are appreciated.

# **BYLAWS ARIZONA SCHOOL BOARDS ASSOCIATION, INC.**

## ***Article I - Name of the Association***

The Association shall be called the ARIZONA SCHOOL BOARDS ASSOCIATION, INC.

## ***Article II - Purpose of the Association***

The Purpose of the Association shall be:

*Section 1.* To promote the general advancement of public education in the State of Arizona and the United States of America and its Territories.

*Section 2.* To promote lay control of public education.

*Section 3.* To coordinate educational policies and procedures and promote uniform application of school laws of the state.

*Section 4.* To coordinate the activities and interest of school boards and accommodation schools within the State of Arizona.

*Section 5.* To present reports, recommendations and information concerning education to the Legislature, State Board of Education, and other governmental officials and agencies.

*Section 6.* To provide leadership to the local school boards.

- (a) By exchanging information and ideas pertaining to all aspects of education.
- (b) By encouraging effective communication with students, parents, community, school personnel, legislators and appropriate agencies.
- (c) By encouraging the most desirable and effective communication between school boards and school personnel, the legislature, and the general public.

*Section 7.* To cooperate with other organizations for the benefit of the children in the public schools of the state and nation.

### **Article III - Policies of the Association**

The adoption of the beliefs of the Arizona School Boards Association, changes thereto, or additions thereto, shall require a majority vote in favor of such adoption by the delegates of member boards. Changes to bylaws and core beliefs may occur by an electronic vote of the membership using a procedure adopted by the Board of Directors.

### **Article IV - Membership**

#### **Section 1. Classes of Membership**

(a) **Active Member -**

Any governing board of a school district of the State of Arizona is eligible to be an active member of the Association, and membership shall be classified under the name of the district thus represented **and may hold elected offices within the organization.**

(b) **Honorary Member-**

1. Each past president of the Association, **subject to remaining in good standing**, shall automatically become ~~and remain~~ an honorary life member. The Board of Directors of the Association may elect **or remove** ~~additional~~ honorary life members.

2. **Any honorary member may be removed by a majority vote of the Board of Directors for actions of the member contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

3. **May not hold elected offices within the organization.**

(c) **Associate Member-**

Accommodation schools within the state of Arizona; the Arizona State School for the Deaf and the Blind; the State Juvenile Education System Board; agency school boards, or local school boards, as established by the Bureau of Indian Affairs of the United States Department of the Interior; tribal school boards, charter school governing bodies; and accredited community colleges shall be eligible for Associate Membership. Any former member of a public school governing board shall be eligible for Associate Membership upon written application to the executive director and upon the payment of dues as established by the Association. Membership privileges of the Associate Members shall be determined by the Board of Directors. **May not hold elected offices within the organization.**

(d) **Organization Affiliate -**

Any commercial or professional service firm that wishes to participate in the programs and activities of the Association shall be eligible for Organization Affiliate Membership upon written application to the executive director and approval by the Board of Directors. **May not hold elected offices within the organization.**

#### **Section 2. Voting Powers of the Membership**

(a) **Active Members -**

A governing board that is an active member of the Association shall be deemed present at a membership meeting if one or more members of such governing boards are in attendance. On each matter presented to the membership for vote, each governing board that is an active member shall be entitled to one vote,

provided such governing board has paid dues as established and assessed in section 3(a) hereafter. The right to the floor for the purpose of discussion shall, however, be open to any and all members of a governing board who is an active member.

- (b) **Honorary Members** -  
Honorary members shall also have the right to the floor for **discussion purposes if permitted by the chair** ~~the purpose of discussion~~ but shall not be entitled to vote.
- (c) **Associate Members** -  
Associate members shall have the right to the floor for discussion purposes **if permitted by the chair** but shall not be entitled to vote.
- (d) **Organization Affiliate** -  
Organization affiliate members **shall not have the right to the floor for discussion purposes and** shall not be entitled to vote.

### **Section 3. Dues of the Membership**

- (a) **Active Members** -  
The dues of each active member shall be established by the Association at an annual membership meeting or as established by law.
- (b) **Honorary Members** -  
Honorary members shall not pay any dues.
- (c) **Associate Members** -  
The dues of associate members shall be as established by the ~~Association by an electronic vote of the membership using a procedure adopted by the~~ Board of Directors.
- (d) **Organization Affiliates Members** -  
The dues of organization affiliate members shall be as established ~~by the Association by an electronic vote of the membership using a procedure adopted~~ by the Board of Directors.

### **Section 4. Resignation**

Any member of any classification may submit a resignation in writing to the executive director and such resignation shall be effective ten (10) days after receipt.

### **Section 5. Suspension and Expulsion**

**5.1** Failure to pay dues shall be grounds for suspension or expulsion from the Association. The Board of Directors may also terminate the membership of a member for actions of the member contrary to ASBA's bylaws, under procedures adopted by the Board of Directors. Suspension or expulsion shall automatically constitute a termination (in case of suspension, however, only for the period of suspension) of all member's rights and privileges in the Association.

**5.2 Any member district or organization may be removed by a two-thirds vote of the Board of Directors for actions of the member district/organization contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

## **Article V - Officers and Board of Directors and Executive Committee**

### **Section 1. Officers and Terms of Office**

- 1.1** The officers of the Association shall be president, president-elect, treasurer, secretary, and immediate past president, each of whom shall serve a term of one (1) year or until the selection and/or qualification of his/her successor.
- 1.2** Upon election as the *president-elect*, he/she shall accede automatically to the presidency at such time as he/she is duly qualified. No two offices may be held by the

same person. **Upon declaration of candidacy for a paid partisan elected office, an officer, director, or executive committee member must resign from the Board of Directors immediately and notify the Executive Director and Board of Directors.**

## **Section 2. Board of Directors**

**2.1** The governing body of the Association shall be a Board of Directors consisting of the officers, one representative from each of the counties of the state, except ~~Maricopa and Pima counties which are allotted two (2) representatives.~~ **counties with populations over 500 thousand shall be entitled to one (1) additional representative on the Board of Directors.**

**2.2** **When a county crosses the population threshold granting an additional director position, at the county meeting, districts will select co-directors who will alternate terms of office to offset the current representation for the county.**

**2.3** County representatives shall serve for a period of two (2) years with no member serving more than three (3) consecutive two (2) year terms. ~~However, at the first meeting of the Board of Directors after the adoption of the bylaws, county representatives shall determine by lot the one-half of their number who will serve for one (1) year and the one-half who will serve for two (2) years.~~

**2.4** Thereafter, members of the Board of Directors shall be elected by member boards of their counties at their annual County Workshop meetings.

**2.5** Ex-officio members of the Arizona School Boards Association Board of Directors shall be:

- ~~(a) Any person residing in Arizona who is either an officer or director of the National School Boards Association during his/her term of office in the national body, and~~
- (b) Any member of an ASBA active member Governing Board serving as President of the Hispanic Caucus, Native American Caucus and Black Caucus during his/her term of office in such caucus or any successor caucus by another name.

## **Section 3. Qualifications**

Each officer and director, with the exception of the immediate past president, shall be a member of a governing board which is a member of the Association. No more than one (1) elected officer shall be elected from any ~~one~~ member board and no two (2) board of directors' positions may be held by the same person.

## **Section 4. Authority**

The Board of Directors shall manage the affairs of the Association and shall have the power to adopt such rules as are consistent with the bylaws.

## **Section 5. Nominations and Elections**

**5.1** A nominating committee shall be constituted and selected as follows: the immediate past president of the Association shall serve as chairman of the committee and the remaining members shall be appointed by the president in consultation with the directors from those counties in which a county representative to the Board of Directors is elected for a two-year term.

**5.2** No two (2) members of the nominating committee shall be from the same county, and no more than three (3) members, in addition to the past president, shall be members of the Board of Directors.

**5.3** The committee shall submit a slate of ~~candidates officers~~ consisting of one or more nominees for each office to the general membership at an annual membership meeting. Additional nominations may be made from the floor provided the consent of the nominee has been obtained.

**5.4** The election of officers of the Association shall take place at the annual membership meeting. ~~The election shall be by written ballot~~ When there is more than one nominee for any office, **an election will be held**, and only designated delegates

shall be allowed to vote.

**5.5** The officers, county representatives, and ex-officio members of the Board of Directors shall take office at the close of the annual membership meeting.

**5.6** County representatives to the Board of Directors shall be nominated and elected by the official delegates of the governing boards of school districts at the county workshop of each county.

## **Section 6. Selection of Executive Director**

**6.1** The Executive Director (**ED**) shall be appointed by the Board of Directors, with a contract not to exceed four (4) years.

**6.2** He/she shall receive such salary and expenses as the Board of Directors shall determine or as may be consistent with the laws of the State of Arizona providing, therefore.

**6.3** **The contract for the Executive Director shall be reviewed and ratified by the entire Board of Directors only after a thorough vetting process determined by the ASBA Board of Directors has been completed.**

## **Section 7. Duties of Officers, Board of Directors and Executive Committee**

**7.1** The president shall:

**(a)** Have such power and duties as are usually exercised by such an officer.

**(b)** ~~He/she~~ Shall preside over meetings of the Association, the Board of Directors and of the Executive Committee.

**(c)** Unless otherwise provided for herein, he/she shall appoint all standing and special committees.

**(d)** ~~The president shall~~ Be an ex-officio member of all committees, except the nominating committee, with voting power.

**7.2** The president-elect shall:

**(a)** In the absence or disability of the president, shall have the authority and perform the duties of the president.

**(b)** **Serve as the Chair of the Legislative Committee.**

**7.3** The treasurer ~~and secretary~~ shall:

**(a)** ~~h~~Have such powers and duties as are usually exercised by such officers.

~~The treasurer shall collect dues and receipt therefor; shall receive and cause to be deposited all monies belonging to the Association, shall disburse the funds of the Association in accordance with the dictates of the Board.~~

**(b)** **Serve as the Chair of the Budget and Financial Oversight Committee.**

**(c)** ~~He/she shall~~ Report regularly to the board, **delegates, and membership** ~~prepare a budget report to be presented to delegates and membership~~ and shall perform such other duties as are delegated to him/her by the president or by the Board of Directors.

**7.4** The secretary shall:

**(a)** **Record and submit** ~~keep~~ the minutes of all ~~meetings of the Association, the Board, and the Executive Committee; shall~~ **Executive Session meetings of the Board of Directors.**

**(b)** ~~keep a membership roster up to date at all times; shall preserve the records and the files of the Association; shall give all notices required.~~ **Ensure minutes from all other Board of Director meetings are properly recorded and filed.**

**7.5.** The immediate past-president shall:

**(a)** **Serve as the chair of the Nominating Committee.**

**(b)** **Serve in other capacities as determined by the Board of Directors.**

## **Section 8. Executive Committee**

The Executive Committee shall be composed of the officers of the Association.

Duties:

- (a) The Executive Committee shall have the authority of the Board of Directors to act on any emergency when the president deems it impracticable to call a meeting of the entire board.
- (b) It may review plans and programs to be presented to the Board of Directors at their regular meetings.
- (c) It shall have authority to give direction or delegate that such direction be given on legislative action to come before the State Legislature on which there is no formal Association position.
- (d) All actions of the Executive Committee shall be subject to ratification by the Board of Directors.
- (e) **Any action taken upon declaration of emergency shall be ratified by the Board of Directors within ten (10) business days.**

### **Section 9. Vacancies and removal from office.**

**9.1.** A vacancy in any **Executive Committee** office or on the Board of Directors occurring between annual membership meetings shall be filled by a vote of the Board of Directors **upon submission of a recommendation by the board president**. Such a person shall hold office until the next annual membership meeting of the Association.

**9.2.** Any officer or director who *misses more than one meeting out of any four (4) consecutive meetings, unless he/she is excused* by the Board of Directors for a valid reason, may have his/her office vacated by action of the board.

**9.3. Any officer or director may be removed by a two-thirds vote of the Board of Directors for actions of the member contrary to ASBA's bylaws or conduct deemed detrimental to the Association, after an appropriate hearing and due process.**

## **Article VI - Meetings and Voting**

### **Section 1. Membership Meetings**

**1.1** The Association shall hold an annual membership meeting and ~~in addition~~ an annual Delegate Assembly. ~~at a time and place designated by the preceding annual membership meeting, by a vote of the membership, or by subsequent determination by the Board of Directors.~~ Notice of the time and place shall be given by written notice to all members at least sixty (60) days but not more than ninety (90) days prior to the meeting. c

**1.2** Special meetings of the membership may be called at any time by the Board of Directors or by the president; ~~and~~

- (a) the president shall call a special meeting **of the membership promptly within ten (10) business days** upon receipt by him/her of a petition ~~stating the purpose of the meeting~~ signed by no less than ~~ten (10)~~ **twenty (20)** active members **and stating the purpose of the meeting.**
- (b) Notice of the time and place of a special meeting shall be given to members at least ~~fifteen (15)~~ **ten (10) business** days prior to the meeting date, and such notice shall specify the business to be transacted.
- (c) The presence of representatives of no less than ~~twenty-five (25)~~ **fifty (50)** active members **in person or electronically** shall be necessary to constitute a quorum at any meeting of the membership.

### **Section 2. Meetings of the Board of Directors and Executive Committee**

- 2.1 The Board of Directors shall meet at least once each quarter of each calendar year.
- 2.2 The president shall call a special meeting of the Board of Directors or Executive Committee upon receipt of a petition presented to ASBA staff stating the purpose of the meeting signed by no less than twenty (20) active member districts.
- 2.3 Special meetings shall be ~~upon the call of the president, be and such meetings shall~~ called upon written request of five (5) members of the Board of Directors.
- 2.4. Special meetings may be called by the president of the Association provided a ten (10) business day notice is given.
- 2.5 All members should be given notice of time and place of special meetings at least ~~five (5)~~ ten (10) days prior to the meeting date.
- 2.6 The Executive Committee shall meet from time to time as it deems necessary or upon call of the president.
- 2.7 Emergency meetings may be called to handle issues with no less than 48 hours notice.
- (a) All actions approved in an emergency meeting must be ratified by the entire Board of Directors within ten (10) business days.
- (b) Emergency meetings may be called by the president or no less than five (5) members of the Board of Directors.

### Section 3. Annual Delegate Assembly

- 3.1 The annual Delegate Assembly shall be held to establish the political agenda items which support the beliefs of the association in the legislative process and in the priorities of the Association. Action agenda items may be submitted to the annual Delegate Assembly of the Association by the action of member boards, the Board of Directors of this Association, or any committee appointed by it, and shall be transmitted to the executive director not later than sixty (60) days before the opening date of the annual Delegate Assembly. All action items so submitted shall be forwarded immediately to the legislative committee for consideration.
- 3.2 The legislative committee is charged with creating a draft political agenda and shall consider the district action agenda items submitted. The draft legislative agenda shall be sent to members at least twenty (20) days prior to the annual Delegate Assembly by the legislative committee.
- 3.3 Other action agenda items submitted to the chairman of the legislative committee during the annual Delegate Assembly and prior to the last business session shall be considered by the membership at said meeting, provided that such action agenda items are in proper written form and signed by registered delegates from at least ten (10) active members.
- 3.4 The ~~reporting member~~ Chair or designee of the legislative committee shall be authorized, on behalf of the committee, to move for floor action on action agenda items and beliefs.
- 3.5 All action agenda items reported out of the legislative committee shall be ~~duplicated~~ distributed as soon as possible and made available to the delegates.
- 3.6 Action agenda items passed at the annual Delegate Assembly will constitute the Political Agenda and shall be considered the position of the Association until the next Delegate Assembly. The presence of representatives of no less than 20% of member districts or ~~twenty-five (25)~~ fifty (50) active members shall be necessary to constitute a quorum at the Delegate Assembly, whichever is fewer.

## **Article VII - Committees & Caucuses**

### **Section 1. Standing Committees**

Standing Committees of the Association shall be ~~a~~-Nominating Committee and a Legislative Committee.

#### **1.1. Nominating Committee**

(a) The nominating committee shall be so constituted and have such powers as previously provided herein.

(b) **The immediate past-president or designee shall serve as the chair of the committee.**

#### **1.2. Legislative Committee**

(a) The legislative committee, consisting of as many members as deemed advisable by the president and the Board of Directors, shall meet upon the call of the president to consider legislative matters, and the effect thereof on governing boards.

(b) **The president-elect or designee shall serve as the chair of the committee.**

#### **1.3. Budget and Financial Oversight Committee**

(a) **The Budget and Financial Oversight Committee shall be established as a standing committee and shall have such powers as deemed necessary to ensure the financial health of the Association.**

(b) **The treasurer or designee shall serve as the Chair of the committee.**

#### **1.4. Governance Committee**

(a) **The Governance Committee shall be established as a standing committee and have responsibilities commensurate with the purpose of the committee.**

(b) **The chair of the Governance Committee shall be appointed by the president.**

### **Section 2. Caucuses**

Caucuses shall exist to enhance the work of the association by addressing the unique needs of member districts. Caucuses of ASBA are considered to be affiliated with ASBA as a program provider with responsibility for the caucuses. Each caucus ~~shall is-expected to~~ adopt its own bylaws for operating, programming, and governing within the context of the relationship with ASBA described herein. **All caucus bylaws shall conform to applicable statutes, ASBA Bylaws and Internal Policies.**

With the adoption of this section, the Black Caucus of ASBA and the Hispanic/~~Native~~ American Indian Caucus of ASBA are hereby established.

Caucuses shall be added or eliminated to this provision through the amendment process described in article VIII of this document.

## **Article VIII - Amendment of Bylaws ~~and Core Beliefs~~**

**Section 1.** These Bylaws ~~or the Core Beliefs~~ may be amended or repealed, or new ones adopted as follows:

- (a) By a vote of two-thirds of the member boards using an electronic vote of the membership using a procedure adopted by the Board of Directors.
- (b) Amendments may be submitted by action of a member board, the Board of Directors of this Association, or any committee appointed by it, and shall be transmitted to the executive director not later than September 15. Such amendments shall be forwarded to the membership at least thirty (30) days prior to the opening of electronic voting as approved by the ASBA Board of Directors.

## ***Article IX - Parliamentary Authority***

**Section 1.** The rules contained in the current edition of Robert's Rules of Order newly revised shall govern the proceedings of the ASBA in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order that ASBA may adopt.

Adopted by the ASBA Delegate Assembly, April 6, 1974.

Amended:

September 12, 1975  
June 12, 1976  
December 8, 1976  
November 30, 1977  
November 29, 1978  
December 12, 1979  
December 2, 1981  
June 25, 1983  
December 5, 1985  
December 12, 1986  
December 13, 1990  
December 12, 1991  
December 15, 1994  
December 14, 1995  
December 12, 1996  
December 11, 1997  
December 10, 1998  
December 13, 2001  
December 16, 2004  
December 14, 2006  
December 11, 2008  
December 16, 2010  
December 15, 2011  
December 13, 2012  
December 11, 2014  
December 16, 2021



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

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**DATE OF MEETING:**      **November 12, 2024**

**TITLE:**            **Resolution Declaring November 26, 2024 as “Kindness Day”**

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**BACKGROUND:**

World Kindness Day is observed in November as a recognition of the profound effect that acts of kindness can have on a community. Amphitheater Public Schools has a long history of understanding the benefits of kindness and of promoting kind acts and caring in schools. The District formally demonstrated its commitment to this important core value by including it in the Portrait of a Graduate.

This year, the District will continue the tradition to promote kindness and encourage staff, students and families to celebrate kindness on the Tuesday before Thanksgiving.

The 2024 Amphitheater Kindness Day will be observed on Tuesday, November 26, 2024. The attached Resolution serves to set that day apart here in our District.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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**Date: October 30, 2024**

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

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

**WHEREAS**, kindness and caring are among the core values of the Amphitheater Public School District as demonstrated throughout its history; and

**WHEREAS**, these qualities are deemed so important they are essential characteristics of the District’s Portrait of a Graduate, which serves as a guiding vision for all Amphitheater students; and

**WHEREAS**, it is important to remember that, regardless of where we come from and what we believe, we are all human beings with similar needs and the common desire to be treated with dignity and respect; and

**WHEREAS**, even the very simplest acts of kindness have the power to enable communities to strengthen their bonds and build trust; and

**WHEREAS**, demonstrating a commitment to kindness sets a positive example for friends, families and colleagues and emphasizes the value of expressing gratitude and recognizing the good in others; and

**WHEREAS**, as we continue to recover from a pandemic that has had a profound effect on our students, children need their teachers, support staff and classmates to provide them with the encouragement and positive influence that acts of kindness bring; and

**WHEREAS**, studies have shown that practicing kindness can improve individuals’ physical and mental health; and

**WHEREAS**, the Amphitheater School District believes the Tuesday before Thanksgiving is an opportune time to encourage schools and departments to focus on spreading kindness and an attitude of gratitude by incorporating these values into school programs and activities;

**NOW, THEREFORE, BE IT RESOLVED** by the Amphitheater Unified School District No. 10 Governing Board that the District hereby set apart Tuesday, November 26, 2024, as “Kindness Day” in the District.

**PASSED AND ADOPTED** by the Governing Board this 12<sup>th</sup> day of November 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**



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

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**DATE OF MEETING:**      November 12, 2024

**TITLE:**                  Executive Session

- 1.      Motion to Recess Open Meeting and Hold an Executive Session for:**
  - A.      Discussion or Consultation for Legal Advice with the Attorney or Attorneys of the District Regarding Federal Tax Compliance Issues, Pursuant to A.R.S. § 38-431.03 (A)(3)**
  - B.      Discussion Pertaining to the Employment of the Superintendent, and in Accordance with His Terms of Employment May Include an Annual Evaluation of His Performance, Pursuant to A.R.S. § 38-431.03(A)(1).**

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**BACKGROUND:**

This item will permit legal discussion and advice of a pending matter involving federal taxation. The Board may wish to convene an executive session to discuss the items listed above pursuant to A.R.S. § 38-431.03(A)(3) and A.R.S. § 38-431.03(A)(1).

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**RECOMMENDATION:**

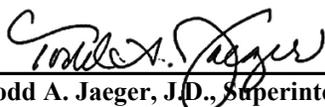
The administration recommends the Board take action to convene an Executive Session.

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**INITIATED BY:**

  
\_\_\_\_\_  
Jen Anderson  
Executive Assistant to the Superintendent & Governing Board

Date: November 8, 2024

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