

Final Posting: Monday, March 10, 2025 at 4:00pm

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

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

**Tuesday, March 11, 2025**

**6:00 PM**

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

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

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

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

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

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

<sup>2</sup> Information items are for discussion only; no action will be taken.

<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. <b><u>CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER</u></b>	
Ms. Susan Zibrat, President	
2. <b><u>PLEDGE OF ALLEGIANCE</u></b>	
Keeling Elementary School Students	
3. <b><u>ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING</u></b>	
Tuesday, March 25, 2025 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.	
4. <b><u>RECOGNITIONS</u></b>	
A. Recognition of Canyon del Oro High School Superintendent's Student Advisory Council	4
B. Recognition of University of Arizona Young Woman of Impact	10
C. Recognition of Wrestling State Runners Up	11
D. Presentation of Distinguished Service Awards	12
E. Recognition of Recipient of the Presidential Award for Excellence in Mathematics and Science Teaching	13
F. Recognition of National Board Certified Teacher Recipients and Renewals	14
5. <b><u>INFORMATION<sup>2</sup></u></b>	
A. Superintendent's Report	15
B. Status of Construction Projects	28
6. <b><u>PUBLIC COMMENT<sup>1</sup></u></b> (30 Minutes Maximum)	
7. <b><u>CONSENT AGENDA<sup>3</sup></u></b>	
A. Approval of Appointment of Non-Administrative Personnel	46
B. Approval of Personnel Changes	49
C. Approval of Leave(s) of Absence	52
D. Approval of Separation(s) and Termination(s)	54
E. Approval of Stipend for Coaching Volunteers	57
F. Approval of Minutes of Previous Meeting(s)	59
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$7,932,594.76	63
H. Acceptance of Gifts	64
I. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	66
J. Approval of the District Calendar for School Year 2026-2027	148
K. Approval of Intergovernmental Agreement with the Oro Valley Police Department	150
L. Approval of Out of State Travel	161
8. <b><u>STUDY<sup>4</sup></u></b>	
A. Auditor General's School District Spending Analysis-Fiscal Year 2024	162
B. Presentation on Early Childhood Education	183
9. <b><u>PUBLIC COMMENT<sup>1</sup></u></b> (30 Minutes Maximum)	
10. <b><u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u></b>	
11. <b><u>ADJOURNMENT</u></b>	

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In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at [www.amphi.com](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 Superintendent's office: (520) 696-5205.

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

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**DATE OF MEETING:** March 11, 2025

**TITLE:** Recognition of Canyon del Oro High School Superintendent's Student Advisory Council

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**BACKGROUND:**

The students in Amphitheater School District are our most important assets. That is no more evident than when they step up to take leadership positions at their schools. The Governing Board would like to recognize the Canyon del Oro High School Superintendent's Student Advisory Council and thank them for their service to their classmates and school.

The Advisory Council meetings provide the students and Superintendent with an opportunity to talk informally about student issues and concerns and provide a platform for the Council members to represent the interests and perspectives of their student peers. Given the school, work, and extra-curricular schedules of our students, their willingness to participate and contribute their time must be commended and recognized. The Board recognizes Canyon del Oro High School's Superintendent's Student Advisory Council Members:

Parker Hollings  
Gabriel Lujan  
Leeah Payne  
Gracen Riley

Keelynn Anderson  
Lucio Castellini  
Anthony Jimenez  
Alivia Peru

Ayden Fisher  
Kennedy George  
Kiera Gueths  
Hassan Lopez

Campbell Slempp  
Kaycee Collins  
Emerson Cullumber  
Talan Young

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**RECOMMENDATION:**

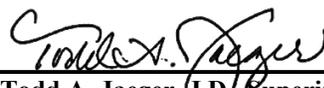
This item is presented for the Board's information and recognition.

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**INITIATED BY:**

  
Jen Anderson,  
Executive Assistant to the Superintendent & Governing Board

Date: February 26, 2025

  
Todd A. Jaeger, J.D., Superintendent



# Canyon del Oro High School



## Superintendent's Student Advisory Council 2024-2025



# Seniors



Parker Hollings



Gabriel Lujan



Leeah Payne



Gracen Riley



# Juniors



Keelynn Anderson



Lucio Castellini



Anthony Jimenez



Alivia Peru



# Sophomores



Ayden Fisher



Kennedy George



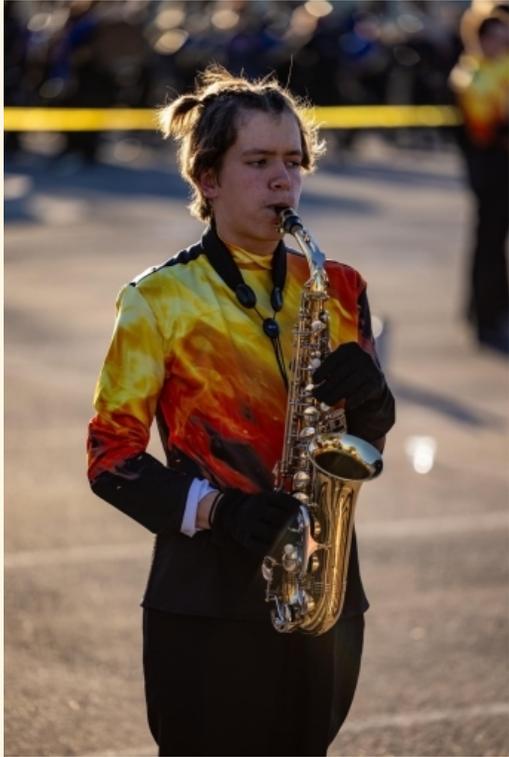
Kiera Gueths



Hassan Lopez



# Freshmen



Campbell Slemph



Kaycee Collins



Talan Young





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

---

**DATE OF MEETING:** March 11, 2025

**TITLE:** Recognition of 2024 Young Women 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.

Canyon del Oro High School senior, **Sylvia Russell** was named a 2024 Young Woman of Impact. Sylvia and the 28 other Young Women of Impact were celebrated at an awards ceremony on November 7, 2024. An Amphitheater High School Senior also received this award and was recognized at a previous 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: February 28, 2025

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** March 11, 2025

**TITLE:** Recognition of Wrestling State Runners Up

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**BACKGROUND:**

The Amphitheater and Canyon del Oro High School wrestling teams competed at the Arizona Interscholastic Association state wrestling championships that were held on February 20<sup>th</sup> through February 22<sup>nd</sup>, 2025 at the Arizona Memorial Coliseum. Both schools had one state runner-up wrestler in their respective divisions.

**Amphitheater High School D2 State Runner Up:**

Jessica Hidalgo Senior D2 120 lbs. AIA State Runner Up

Head Girls Coach: David Watson

Head Boys Coach: Scott Joiner

**Canyon del Oro High School D1 State Runner Up:**

Sophia Smith Senior D1 126 lbs. AIA State Runner Up

Head Girls Coach: Cody Comer

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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: March 4, 2025

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** March 11, 2025

**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 March:

- Rosalia Castro, Secretary, Parents as Teachers
- Doug Kautz, Math Teacher, Ironwood Ridge High 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: February 28, 2025

*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**      **March 11, 2025**

**TITLE:**            **Recognition of Presidential Award for Excellence in Mathematics and Science Teaching Recipient**

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**BACKGROUND:**

The Presidential Award for Excellence in Mathematics and Science Teaching is the nation’s highest award that is conferred to outstanding STEM educators. Awarded by the President of the United States and facilitated by National Science Foundation on behalf of the White House Office on Science and Technology Policy, the Presidential Award for Excellence in Mathematics and Science Teaching is awarded to our nation’s most accomplished and innovative educators.

Since its inception by Congress in 1983, only 5,200 educators have earned this prestigious award in the last 41 years. Annually, 110 teachers across this United States are awarded the highest honor a mathematics or science teacher can receive.

To be considered, an educator must teach a Science, Technology, Engineering, or Math (STEM) subject in grades 7 – 12 for at least five years and must demonstrate, through a rigorous application/evaluation process, a deep understanding of their subject(s) and evidence their praxis has inspired their students and supported students’ success.

Prior to consideration by the National Science Foundation, recipients must be nominated by their respective state, who may only nominate six finalists, three in math and three in science. Subsequent to nomination to the foundation, the National Science Foundation committee selects one math and science teacher from each state.

This year’s recipient from Arizona, and one of only 50 science educators in the United States, is Mrs. Jill Christman, Chemistry teacher at Canyon Del Oro High School. Mrs. Christman has been a teacher in the Amphitheater District at CDO for the last 23 years. Mrs. Christman holds a Bachelor’s Degree in Chemistry.

Mrs. Christman will travel to Washington D.C. to attend a ceremony and recognition banquet in the White House.

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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: March 4, 2025**

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



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

---

**DATE OF MEETING:**      **March 11, 2025**

**TITLE:**    **Recognition of National Board Certified Teacher Recipients and Renewals**

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**BACKGROUND:**

National Board Certified Teachers (NBCT) are nationally recognized as being among the best teachers in the profession. This year, Amphitheater Public Schools is proud to recognize four outstanding teachers who have earned their new certificates and five who have renewed.

**New Certifications**

Angelica Wright, Nash Elementary School  
Emery Thomure, Canyon del Oro High School  
Lindsay Hoel Linde, Innovation Academy  
Shannon Maxon, Innovation Academy

**Renewed Certifications**

Peggy Marner, Holaway Elementary School  
Kim Moran, Student Services  
Marian Johnson, Amphi High School  
Vanessa Hill, REACH Gifted Services  
Tara Summers, Wilson K-8

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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 & Governing Board

Date: February 28, 2025

*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:** March 11, 2025

**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.

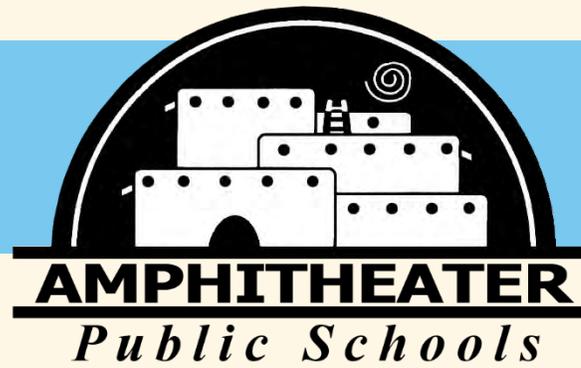
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**INITIATED BY:**

**Date:** March 3, 2025

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Todd A. Jaeger, J.D., Superintendent



March 11, 2025

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# Superintendent's Report





# Our Schools



**School of** 2025-2029  
*Excellence*®

ARIZONA EDUCATIONAL FOUNDATION



We are so proud of our three schools that earned<sup>17</sup> the prestigious A+ School Excellence Award from the Arizona Educational Foundation. Innovation Academy, Cross Middle School and Canyon del Oro High School went through a rigorous selection process that examined multiple areas, including student achievement, curriculum, leadership and family engagement. Congratulations to our A+ schools! More to come....



# Our Schools



The Amphitheater Elementary Track meet was held Monday of this week. Congratulations to all our elementary students who participated. Schools included Copper Creek, Coronado, Donaldson, Harelson, Holaway, Innovation, Keeling, Mesa Verde, Nash, Painted Sky, Prince, Rillito, Rio Vista, Walker and Wilson. Thank you to CDO staff and students who helped host the event.





# Our Schools



Our CTE students have been out and about promoting their programs. Our CDO Auto Club held its annual Diamonds in the Desert Car Show on Saturday. They had a record 225 cars entered in the show and about 4,000 visitors. Last weekend, Amphi High School's Welding program and CDO's Construction program participated in the Foothills Community Market Craft Fair to sell student-made items. The proceeds from the events are used to fund their Career and Technical Student Organization, a required part of all Career and Technical Education Programs.



# Our Schools



Students from around the District participated in the SARSEF Regional Science and Engineering Fair this year, resulting in **more than 100 winning projects**. The awards were announced on Saturday. Congratulations to all our participating schools and to **Copper Creek** being named **Top Elementary School** and Imagine Preschool as Top Preschool. (Above, Prince Elementary, top right, Copper Creek Elementary and at right, Innovation Academy).





# Our Schools



On Thursday, the District held a ribbon<sup>21</sup>-cutting ceremony for the ECHO Community Resource Center at Keeling. The center offers a variety of services to families, including a food bank, diaper bank, classes, literacy workshops and access to technology. Special thanks to our partners, including the Amphi Foundation, United Way and Angel Charity, along with First Things First Arizona, Rotary of Tucson and more.



# Our Schools



Fifth-graders from schools in Oro Valley attended Drug Awareness Day at Naranja Park on Friday. The event, designed to raise awareness about the dangers of drugs and foster positive relationships with students, was hosted by the Oro Valley Police Department and the Kyle Franks Foundation. Thank you to all the officers, community members and to Oro Valley Mayor Joe Winfield for supporting our students.



# Our Schools



District middle school students have had some special experiences over the past few weeks. Above, Coronado students in Mr. Berger's class, learned about making cookies and burritos. At top right, the Mighty Mentors taught Amphi Middle School students that in places where people lack essentials, like shoes, they make them. AMS students tried their hands at making shoes from unusual materials. At right, La Cima students helped showcase their school in sessions with incoming Cardinals from their feeder-pattern.



# Our Schools



Matt Brode, Chief Meteorologist at KVOA, brought his Weather IQ challenge to Mesa Verde last week. The program consists of a game that is described as equal parts weather, trivia, speed and knowledge.





# Our Schools



Schools across the District celebrated Love of Reading Month in February and Dr. Suess's birthday last week. Above, we have Suess fans at Painted Sky. Above right, Pima Community College baseball players read to students at Walker Elementary, and at right I helped celebrate reading at Holaway Elementary.





# Our Schools



It wouldn't be Valentine's Day without a Q and U wedding! This one at Innovation Academy included paparazzi and U's best friends, A, E, I and O.



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Also at Innovation Academy, fourth-graders painted baseballs for players in town for the World Baseball Classic, and they got to go on a field trip to a game. Play ball!



# Our Schools



40 Educators from Montana who are beginning to implement personalized learning in their schools visited Amphitheater this week to see our personalized learning work in action. They toured Innovation Academy (pictured above), La Cima Middle School and Prince and Keeling Elementary schools.



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

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**DATE OF MEETING:**     **March 11, 2025**

**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:**

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

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Richard C. La Nasa, Executive Manager, Operational Support

Date: March 4 , 2025

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

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Todd A. Jaeger, J.D., Superintendent

## Status of Construction Projects

### 3.11.25 Governing Board Meeting

President Zibrat, Vice President Day, 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 - 90 % Complete	\$235,511
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Training Room Floor Tile & FRP – 95% Complete	\$12,500
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Concrete Sidewalk R & R – Spring Break Project	\$94,483
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##### **BRG Projects**

CP # 3 Hot Water Line Replacement Construction - 95 % Complete	\$343,704
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##### Campus Roof Replacements

PH I, East Campus – Construction	\$4,446,750
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PH II, West Campus – Construction	\$3,250,796
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- Phase Grant Funding Requested

CP # 2 Hot Water Line Replacement Construction - 95 % Complete	\$414,781
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South Gym HVAC Conversion Construction - Phase Grant Funding Requested	\$1,541,569
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CP # 3 Chiller Replacement – Spring '25 Project	\$567,251
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Main Gym Elevator Modernization – Phase Grant Funding Requested	\$120,285
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Fire Alarm Monitoring Cellular Conversion \$2,073  
- Phase Grant Funding Requested

Fire Alarm Panel Replacement - Complete \$6,468

**CDO:**

**Bond Projects**

Central Plant Water Line Repairs – Complete \$35,828

Track Repairs – PO Issued \$2,802

**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

Fire Alarm Replacement \$1,996,169  
- Design Plans Submitted for Plan Review

Main Electric Fee Conductor Replacement \$37,935  
- Summer ' 25 Project

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

Domestic Water Main Line Replacement Assessment \$7,105  
- Grant Request Submitted

Hydronic Valve Replacements – Grant Request Submitted \$14,231

**IRHS:**

**Bond Projects**

Theater & Gym Bleacher Repairs/Replace – Complete	\$35,232
Tennis Court Safety Netting – PO Issued	\$17,550

**BRG Projects**

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

**BRG Projects**

Library Roof Replacement Design – Phase Grant Funding Requested	\$20,100
Fire Alarm System Replacement - Design 80 % Complete	\$1,095,437
Fire Alarm Monitoring Cellular Conversion - Phase Grant Funding Requested	\$2,073

**Copper Creek:**

**Bond Projects**

Access Control Upgrades – PO Issued	\$32,137
Stairway Tread R & R – PO Issued	\$32,955

**BRG Projects**

Cooling Tower Replacement – Spring '25 Construction	\$539,257
Fire Alarm Monitoring Cellular Conversion - Phase Grant Funding Requested	\$2,073

**Coronado:**

**Bond Projects**

Parent Pick Up/Drop Off Lanes Speed Bump & Pavement Markings – Complete \$15,100

Gym Bleacher Replacement – PO Issued \$99,902

Ball Field Lighting Controls – 95 % Complete \$15,145

**BRG Projects**

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

**Cross:**

**Bond Projects**

Walkway Culvert & Sidewalk R & R - Complete \$8,268

**BRG Projects**

Campus Weatherization Design \$41,900  
- Phase Grant Funding Requested

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

**Donaldson**

**BRG Projects**

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

**Harelson:**

**BRG Projects**

Campus Roof Design \$52,520  
- Phase Grant Funding Requested

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

**Holaway**

**BRG Projects**

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

**Innovation:**

**BRG Projects**

Central Plant Chiller Replacement Construction \$1,099,133  
- 80% Complete (\$605k BRG Funds/\$495k Bond Funds)

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

**Keeling:**

**BRG Projects**

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

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

**La Cima:**

**BRG Projects**

Campus Weatherization Design – Complete \$33,920

Campus Roof Replacement Construction  
- North Phase – 90% Complete \$674,718  
- South Phase - Phase Grant Funding Requested \$601,138  
- MPR Phase – Phase Grant Funding Requested \$1,653,475

MPR Floor Cracking Assessment \$20,780  
– Phase Grant Funding Requested

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

**Land Lab:**

**BRG Projects**

Fire Alarm Replacement – 60 % Complete \$134,103

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

**Mesa Verde**

**Bond Projects**

Security Fencing – Complete \$48,497

**BRG Projects**

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

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

**Nash:**

**BRG Projects**

Campus Roof Design \$67,240  
- Phase Grant Funding Requested

Fire Alarm Monitoring Cellular Conversion \$2,073  
- PO Issued

**Painted Sky:**

**BRG Projects**

Boiler # 2 Replacement - Phase Grant Funding Requested	\$695,000
Campus Weatherization Assessment – Complete - Design Phase Grant Funding Requested	\$9,405
Campus Roof Replacement Assessment - Complete - Design Phase Grant Funding Requested	\$8,465
Fire Alarm Monitoring Cellular Conversion - Phase Grant Funding Requested	\$2,073

**Prince:**

**Bond Projects**

Campus PA & Clock Replacement – 80 % Complete	\$64,226
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**BRG Projects**

Campus Roof Replacement Design - Phase Grant Funding Requested	\$47,760
Campus Weatherization Design - Phase Grant Funding Requested	\$46,100
Fire Alarm Monitoring Cellular Conversion - Phase Grant Funding Requested	\$2,073

**Rillito Center**

**BRG Projects**

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

**BRG Projects**

Roof Counter Flashing Repairs	\$3,350
– Phase Grant Funding Requested	
Fire Alarm Monitoring Cellular Conversion	\$2,073
- PO Issued	

**Walker**

**Bond Projects**

Admin Building HVAC Replacement – PO Issued	\$91,278
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**BRG Projects**

Roof Replacement Assessment	\$8,265
– Phase Grant Funding Requested	
Fire Alarm Monitoring Cellular Conversion	\$2,073
- Phase Grant Funding Requested	

**Wilson:**

**Bond Projects**

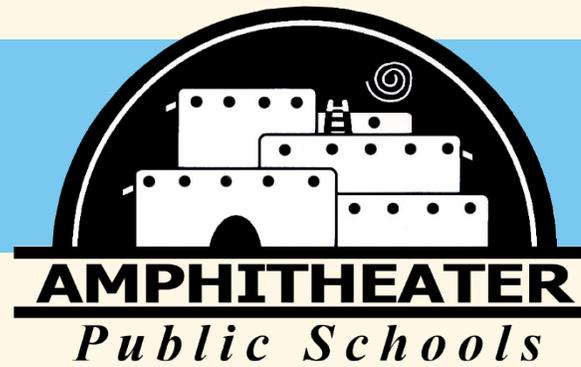
Security Fence Painting – Complete	\$41,563
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**BRG Projects**

MPR Buildings Roof Replacement	\$1,949,989
- Phase Grant Funding Requested	
Campus Weatherization Design	\$47,760
- Phase Grant Funding Requested	
Fan Coil Replacements	\$73,747
- Phase Grant Funding Requested	

Fire Alarm Monitoring Cellular Conversion  
- PO Issued

\$2,073



March 11, 2025

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# Status of Construction Projects

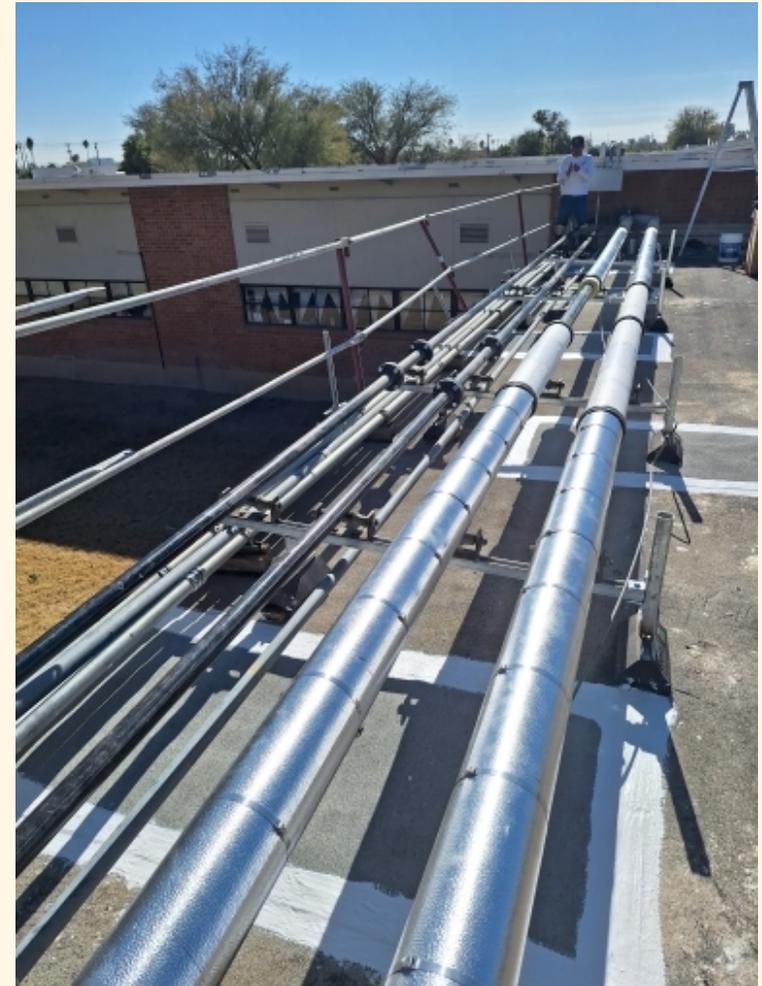
## Highlights

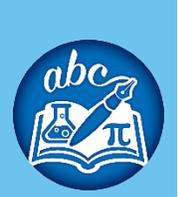
### BRG & Bond Funds



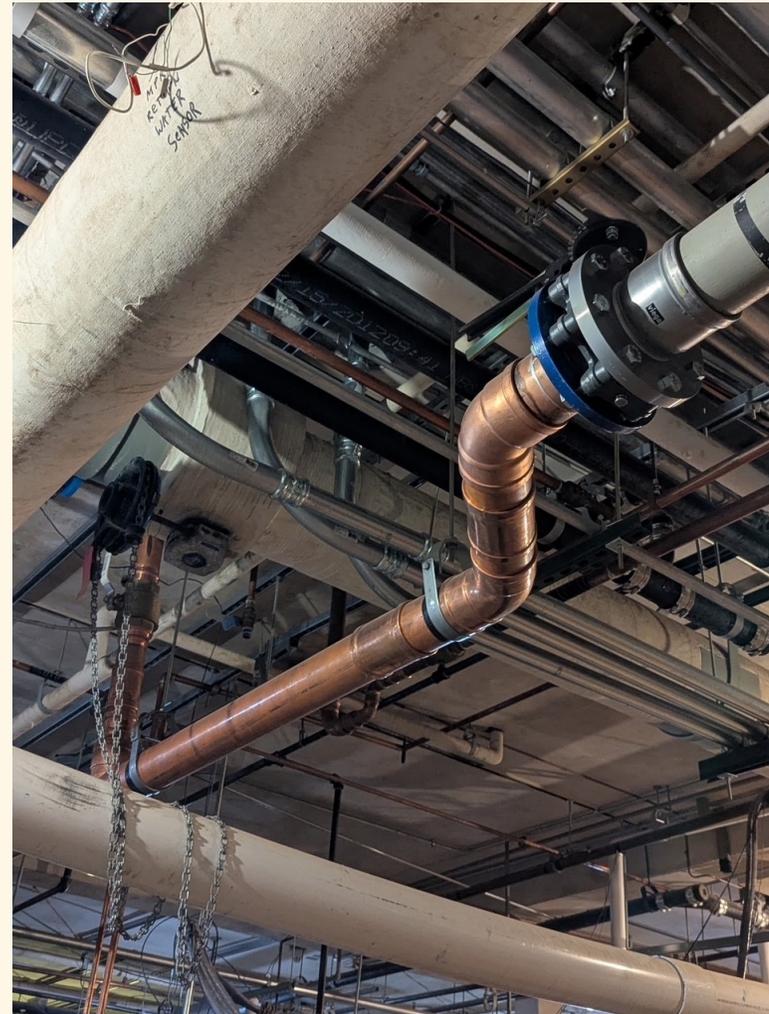


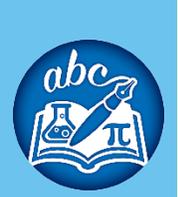
- Amphitheater High School CP #'s 2 & 3 Hot Water Line Replacement – BRG Funds



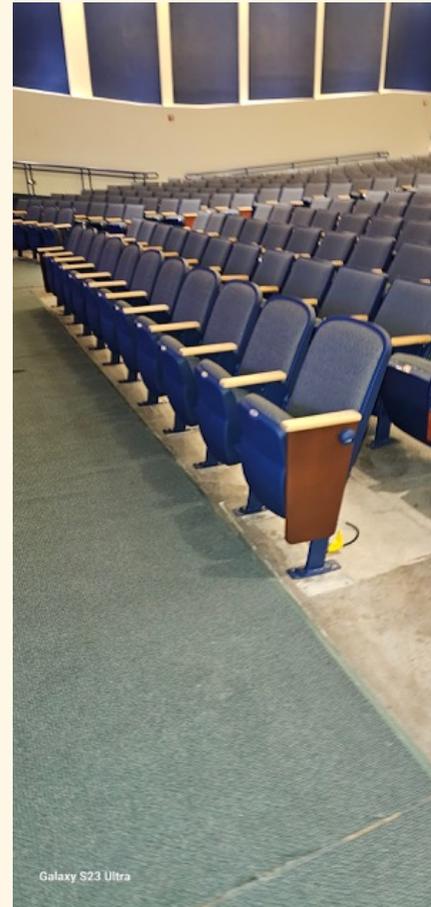


- Canyon del Oro High School Central Plant Water Line Replacement – Bond Funds



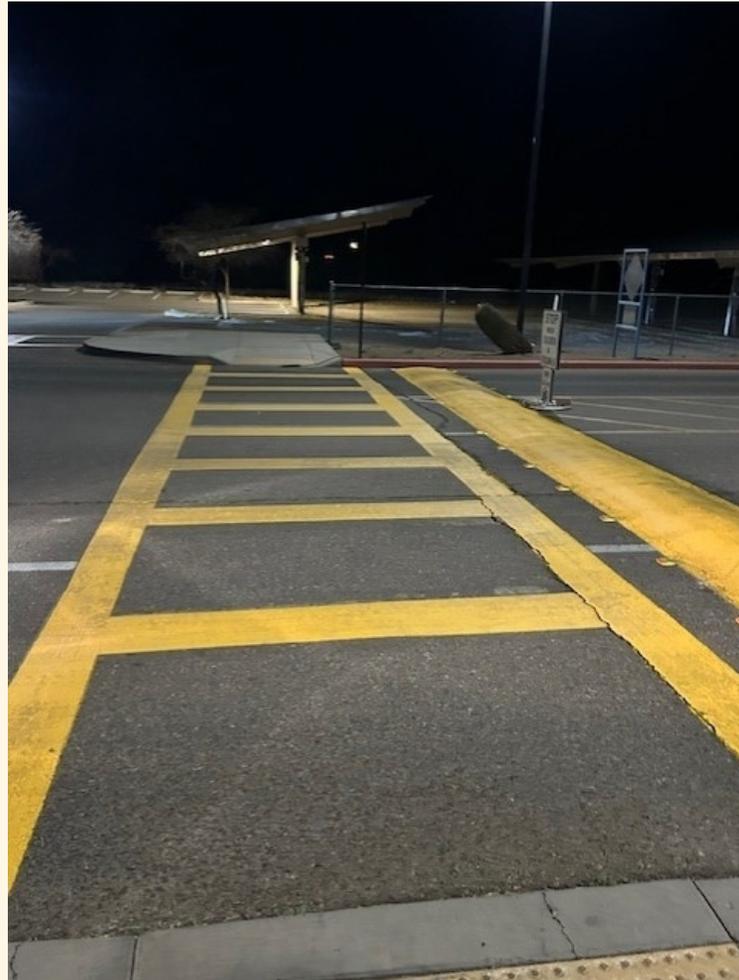


- Ironwood Ridge High School Fine Arts Theater Seating Replacement – Bond Funds





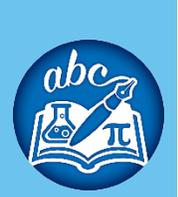
- Coronado K-8 School Parent Drop Off/Pick Up Lanes Speed Bumps & Pavement Markings – Bond Funds





- Cross Middle School & Sidewalk Replacement - Bond Funds





- Mesa Verde Elementary School Security Fencing – Bond Funds





## SY '24 - '25 SFD BRG Phase Grant Funding Awards

SY '24 – '25 New Grant Funding      \$6,163,156

SY '24 – '25 Grant Project Funding Requests Pending Award      \$15.4M



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

---

**DATE OF MEETING:** March 11, 2025

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

---

**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of March 10, 2025.

46

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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:**

---

John Hastings, Director of Human Resources

Date: March 10, 2025

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Todd A. Jaeger, J.D., Superintendent

3/11/2025

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Clark	Nolwenn	Teacher - Cross Categorical Class	CT	CDO High School	CTT-BA	1 year	Replacement	Ms. Bulleigh	*
Dordero	Danielle	Teacher - Grade 3	CT	Nash Elementary	CTT-BA	4 years	Replacement	Ms. Jarrett	*
Fay	Madeline	Teacher - Kindergarten	CT	Keeling Elementary	CTT-BA	0 years	Replacement	Ms. Orelup	*
Garcia	Gemma	Teacher - Social Studies	CT	Amphi Middle School	CTT-MA	1 year	Replacement	Ms. Wichers	*
Hunter	Jennifer	Teacher - ELL/SEI	CT	Amphi High School	CTT-MA	7 years	Replacement	Mr. Malis	*
Nichols	Sarah	Librarian	CT	Amphi Middle School	CTT-MA	0 years	Replacement	Ms. Wichers	*
Oddo	Stephanie	Teacher - Grade 1	CT	Innovation Academy	CTT-MA	10 years	Replacement	Mr. McConnell	*
Rea	Veronica	Teacher - ED (SPED) Classroom	CT	Ironwood Ridge High	CTT-BA	0 years	Correction	Dr. Jenkins	Start Date
Aguirre Contreras	Norma	Custodian I	CL	Amphi High School	2	5+ years	Replacement	Mr. Malis	
Arevalo Paredes	Catherin	Custodian I	CL	Prince Elementary	2	0 years	Replacement	Ms. Doyle	
Dimas Jimenez	Norma	Food Service Attendant	CL	Amphi Middle School	1	0 years	Replacement	Mr. Greeson	
Flores	Rene	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Garcia	Ashley	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Jordan	Christopher	Special Education Teaching Assis	CL	Rillito Center	3	0 years	Replacement	Mr. Wolf	
Lopez	Elias	Bus Driver Trainee	CL	Transportation			Rescind	Ms. Frye-George	
Lowe	Evelyn	Preschool Instructional Specialist	CL	Ironwood Ridge High	5	5 years	Replacement	Ms. Buccareli-Fay	
Patterson	Clifton	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Smith	Seneca	Special Education Teaching Assis	CL	CDO High School	3	0 years	Replacement	Ms. Bulleigh	
Woods	Alexandra	Food Service Attendant	CL	Coronado K-8 School	1	2 yrs	Replacement	Ms. Letts	

*	2025-2026 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

03/11/2025  
 GOVERNING BOARD MEETING  
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Gardner	Rachel		CT		02/17/2025	
Hillig	Blair		CT		02/17/2025	
Mutlu	Yasar		CT		02/17/2025	
Vasquez	Jerilynn		CT		02/19/2025	
Schreiber	Andrea		CL		02/18/2025	
Trask	James		CL		02/18/2025	

AD           Administrative  
 PR           Professional  
 CT           Certified  
 CL           Classified



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

---

DATE OF MEETING: March 11, 2025

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 March 10, 2025.

49

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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:**

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John Hastings, Director of Human Resources

Date: March 10, 2025

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Todd A. Jaeger, J.D., Superintendent

3/11/2025

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Boe	Bradley	Teacher - Digital Photography	CT	CDO High School	Transfer		N/A	*
Sova	Ashley	Teacher - Choir	CT	CDO High School	Transfer		N/A	*
Wadhams	Cliff	Business Manager	CL-AD	Wetmore Center	Correction	ESA	N/A	Salary Level
Alcantar Guadian	Olivia	Transportation Attendant	CL	Transportation	Reassignment	1	N/A	
McNair	Peter	Campus Monitor	CL	Innovation Academy	Additional Position	1	0 years	
Montiel Reyes	Amy	Food Service Attendant	CL	Amphi Middle School	Transfer	1	N/A	
Utley	Lourdes	15 Passenger Bus Driver	CL	Transportation	Promotion	9	+\$0.71	
Avila	Paul	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Avila	Paul	ADDN - Extra Days	ADCT	Amphi Middle School	Addendum			\$244.26 per day
Borden	Kylie	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Bratthauer-Heaps	Dawn	ADDN - Section 504	ADCT	Amphi Academy Online	Correction			Amount: \$600.00
Chavez	Justin	Coach - Baseball Assistant MS	ADCT	La Cima Middle School	Addendum			\$1,511.48
Donahue	Brian	Coach - Volleyball Head MS	ADCT	La Cima Middle School	Addendum			\$1,835.37
Gallegos	Carmen	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum			\$30.00 per hour
Garcia	Christopher	ADDN - Section 504	ADCT	Wilson K-8 School	Correction			Amount: \$2,100.00
Gilbert Taylor	Kristin	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum			\$20.00 per hour
Higgins	Kellie	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Keller	Jennifer	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Kirkendall	Alexis	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Larson-Camacho	Kathryn	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum			\$20.00 per hour
Le	Thanhliem	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Lidbetter	Erin	ADDN - Section 504	ADCT	La Cima Middle School	Correction			Amount: \$750.00

*	2025-2026 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
Loera	Adriana	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum			\$30.00 per hour
Mendez	Melisa	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Mercilliot	Christopher	ADDN - School Support Team	ADCT	Amphi Middle School	Addendum			\$20.00 per hour
Murphy	Justin	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum			\$30.00 per hour
Queiruga	Jennifer	ADDN - Section 504	ADCT	Amphi Middle School	Correction			Amount: \$450.00
Rea	Veronica	ADDN - Essential Recruit Stipend	ADCT	Ironwood Ridge High	Correction			Amount \$1,922.33
Schrimpf	Anastasia	ADDN - School Support Team	ADCT	Donaldson Elementary	Addendum			\$20.00 per hour
Todd	Cary	Coach - Baseball Head MS	ADCT	La Cima Middle School	Addendum			\$1,835.37
Villar-Murray	Miranda	Coach - Volleyball Assistant MS	ADCT	La Cima Middle School	Addendum			\$1,511.48
Wray	Kathleen	ADDN - Certified Tutor	ADCT	Rio Vista Elementary	Addendum			\$30.00 per hour
Guymon	Dorothy	ADDN - Extra Hours	ADCL	Donaldson Elementary	Added Duty			\$15.30 per hour
Lopez	Rebecca	ADDN - Extra Hours	ADCL	Donaldson Elementary	Added Duty			\$19.36 per hour
Martinez	Angela	ADDN - Extra Hours	ADCL	Donaldson Elementary	Added Duty			\$17.35 per hour
Mustaficic	Enisa	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty			\$16.07 per hour
Torres	Maria	ADDN - Extra Hours	ADCL	Ironwood Ridge High	Added Duty			\$17.49 per hour

*	2025-2026 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:**     **March 11, 2025**

**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 March 3, 2025.

52

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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: March 3, 2025

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

3/11/2025

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Frantziskonis	Karyn Vick	Curriculum, Instruction, & Interv. St	CT	Amphi Middle School	02/26/2025	End
Nystedt	Sarah	Teacher - Grade 6 (Self-Contained)	CT	Harelson Elementary	02/21/2025	End
Schneider	Sydney	Teacher - Cross Categorical Classr	CT	Copper Creek Elementary	02/13/2025	End
Thornburgh	Alexandra	Teacher - Cross Categorical Classr	CT	Rillito Center	03/03/2025	Extension
Bouck	Monica	Food Service Attendant	CL	La Cima Middle School	03/03/2025	Extension
Henley	Jolee	Preschool Instructional Specialist	CL	Wilson K-8 School	02/10/2025	Start
Quihuis-Fleming	Piper	Special Education Teaching Assist	CL	Copper Creek Elementary	02/28/2025	End
Resio	Ashley	Imagine Preschool Director	CL	Painted Sky Elementary	03/03/2025	Extension
Simmons	William	Instructional Technology Specialist	CL	Walker Elementary	02/19/2025	End
Stoll	Mary	Special Education Teaching Assist	CL	Cross Middle School	02/10/2025	Extension
Taylor	Miriah	Preschool Instructional Specialist	CL	Copper Creek Elementary	02/25/2025	Start

\* 2025-2026 School Year  
CT-AD Certified Administrative  
CT Certified  
CL-AD Classified Administrative  
CL Classified  
PR Professional



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

---

**DATE OF MEETING:** March 11, 2025

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

---

**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of March 3, 2025.

54

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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: March 3, 2025

  
Todd A. Jaeger, J.D., Superintendent

3/11/2025

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Atwell	Betty	Teacher - Kindergarten	CT	Keeling Elementary	05/22/2025	Resignation	
Callies	Heather	Teacher - Academic Intervert	CT	Nash Elementary	05/22/2025	Resignation	
Callies	Heather	Curriculum, Instruction, & Int	CT	Nash Elementary	05/30/2025	Resignation	
Castles	Janet	Teacher - Grade 5	CT	Painted Sky Elementary	05/22/2025	Retirement	
Collins	Camryn	Teacher - Social Studies	CT	Amphi Middle School	05/22/2025	Resignation	
Harper	Ellis	Teacher - Spanish Language	CT	Amphi High School	05/22/2025	Resignation	
Houck	Chrysanne	Teacher - Computer Progran	CT	Amphi Middle School	05/22/2025	Resignation	via Separation Agreement
King	Nicole	Teacher - Cross Categorical	CT	Amphi High School	05/22/2025	Resignation	
Loera	Adriana	Teacher - ED (SPED) Classr	CT	Rio Vista Elementary	05/22/2025	Resignation	
Metcalf	Benjamin	Teacher - Biology	CT	Ironwood Ridge High	05/22/2025	Resignation	
Perkins	Mason	Teacher - Mathematics	CT	Amphi Middle School	05/22/2025	Resignation	
Petrosky	Krystal	Teacher - Grade 4	CT	Donaldson Elementary	05/22/2025	Resignation	
Seymour	Gene	Teacher - Mathematics	CT	CDO High School	05/22/2025	Resignation	
Underwood	Anthony	Teacher - Physics	CT	Amphi High School	05/22/2025	Resignation	
Christensen	Christine	Campus Monitor	CL	Painted Sky Elementary	05/21/2025	Resignation	
Durako	Diana	Bookstore Clerk	CL	Ironwood Ridge High	02/26/2025	Resignation	
Marsala	Nancy	Clerk	CL	Ironwood Ridge High	05/29/2025	Resignation	
Marsala	Nancy	Clerk	CL	Ironwood Ridge High	05/29/2025	Resignation	
Coulibaly Dit Fall	Marietou	Student Worker	ASW	Nash Elementary	02/03/2025	Resignation	

\* 2025-2026 School Year

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

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

03/11/2025 GOVERNING BOARD MEETING  
SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Finrock	Dale		CT		02/24/2025	
Gildart	Donna		CT		02/27/2025	



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

---

**DATE OF MEETING:** March 11, 2025

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

---

**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of March 10, 2025.

57

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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: March 10, 2025

---

Todd A. Jaeger, J.D., Superintendent

3/11/2025

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Basaldua	Cameron	Coach - Baseball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Basaldua	Christopher	Coach - Baseball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Cardenas	Mario	Coach - Track Head MS	La Cima Middle School	Stipend	\$1,835.37
Chop	Debroah	Coach - Baseball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
El-Ali	Jasim	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Jantz	Aunesty	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Pereira	Ricardo	Coach - Track Assistant MS	La Cima Middle School	Stipend	\$1,511.48

\* 2025-2026 School Year



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

---

**DATE OF MEETING:** March 11, 2025

**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.

February 25, 2025

**RECOMMENDATION:**

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

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**INITIATED BY:**

*Jen Anderson*

Jen Anderson  
Executive Assistant to the Superintendent & Governing Board

Date: February 28, 2025

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

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, February 25, 2025**

---

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, February 25, 2025, 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**

Ms. Susan Zibrat, President  
Ms. Deanna M. Day, M.Ed., Vice President  
Ms. Vicki Cox Golder, Member  
Ms. Patricia Harris., Member

**Governing Board Members Absent**

Mr. Matthew A. Kopec, Member

**Superintendent's Cabinet Members**

Mr. Todd A. Jaeger, J.D., Superintendent  
Ms. Tassi Call, Associate Superintendent for Elementary Education  
Mr. Matthew Munger, Associate Superintendent for Secondary Education  
Mr. Scott Little, Chief Financial Officer  
Mr. John Hasting, Director of Human Resources  
Mr. Richard C. La Nasa, Executive Manager of Operational Support  
Ms. Elizabeth Jacome, Director of Curriculum and Assessment  
Ms. Kristin McGraw, Director of Student Services  
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 Zibrat called the meeting to order at 5:30 p.m. and invited members of the audience to sign the guest register.

**2. 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 # 30063958**

**B. Consideration and Decision Upon Long-term Suspension/Expulsion Hearing Officer's Recommendations Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30079563**

*Vice President Day moved that the Board go into an Executive Session to address the matters identified in Item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under Item 2. Ms. Cox Golder seconded the motion. Voice vote in favor- 4. President Zibrat, Vice President Day, Ms. Cox Golder, and Ms. Harris. Opposed-0.*

*President Zibrat proclaimed they were in Executive Session at 5:30 p.m.*

**3. RECONVENE PUBLIC MEETING**

President Zibrat reconvened the meeting at 5:44p.m.

**4. PLEDGE OF ALLEGIANCE**

Vice President Day led the Pledge of Allegiance.

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

President Zibrat announced that the next Regular Governing Board meeting will be held on Tuesday, March 11, 2025 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson

AZ 85705 in the Leadership & Professional Development Center.

**6. PUBLIC COMMENT**

There were no comments.

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

*Ms. Cox Golder moved for Consent Agenda Items 7. A. -R. be approved as presented. President Zibrat seconded the motion. Voice vote in favor – 4. President Zibrat, Vice President Day, Ms. Cox Golder, and Ms. Harris. Opposed – 0. Consent Agenda Items 7. A.-R. passed.*

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

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

**B. Approval of Personnel Changes**

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

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

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

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

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

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

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

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

*The Governing Board approved minutes from the January 28, 2025 and February 4, 2025 Governing Board meetings as submitted in Exhibit 6.*

**G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,200,668.22**

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1214	\$674,131.91	1215	\$90,433.39	1216	\$113,381.31
1217	\$29,618.80	1218	\$99,896.54	1219	\$55,456.48
1221	\$113,763.99	1222	\$350,766.29	1223	\$96,701.86
1224	\$7,853.78	1225	\$45,047.14	1226	\$132,898.81
1227	\$4,810.51	1128	\$6,004.36	1229	\$134,777.12
1230	\$32,574.42	1231	\$47,943.12	1233	\$164,608.39

**H. Acceptance of Gifts**

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

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

*The Governing Board approved Amphi Basketball Booster and Amphi Baseball Booster.*

**J. Receipt of January 2025 Report on School Auxiliary and Club Balances**

*The Governing Board approved the Receipt of January 2025 Report on School Auxiliary and Club*

Balances as submitted in Exhibit 9.

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

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

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

*The Governing Board approved the Authorized Signatories on District Checking Accounts for the 2024-2025 Fiscal Year as submitted in Exhibit 10.*

**M. Award of Contract for E-Rate Category 2 Network Wireless Access Points and Licensing-Based Upon Responses to Invitation to Bid-APS 20240520102244**

*The Governing Board approved the Contract for E-Rate Category 2 Network Wireless Access Points and Licensing-Based Upon Responses to Invitation to Bid-APS 20240520102244.*

**N. Approval of the Revised 2023-2024 Annual Financial Report**

*The Governing Board approved the Revised 2023-2024 Annual Financial Report as submitted in Exhibit 11.*

**O. Approval of New Vendor to Lease Off-Duty Police Officers with Vehicles from Oro Valley Police Department for Extracurricular Needs**

*The Governing Board approved the New Vendor to Lease Off-Duty Police Officers with Vehicles from the Oro Valley Police Department for Extracurricular Needs as submitted in Exhibit 12.*

**P. Approval of Textbooks for Display**

*The Governing Board approved the request to display Science textbooks as referenced in the item.*

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

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

**R. Approval of Out of State Travel**

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

**8. PUBLIC COMMENT**

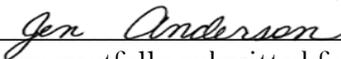
There were no comments.

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

There were no requests.

**10. ADJOURNMENT**

*Vice President Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor – 4. President Zibrat, Vice President Day, Ms. Cox Golder, and Ms. Harris. Opposed – 0. The meeting adjourned at 5:46p.m.*

  
\_\_\_\_\_  
Minutes respectfully submitted for Governing Board Approval  
Jennifer Anderson, Executive Assistant to the Superintendent & Governing Board

February 26, 2025  
Date

\_\_\_\_\_  
Susan Zibrat., Governing Board President

March 11, 2025  
Date



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

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**DATE OF MEETING:**      **March 11, 2025**

**TITLE:**      **Approval of Vouchers Totaling and Not Exceeding \$7,932,594.76 (Final Total)**

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**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.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: March 10, 2025

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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:**      **March 11, 2025**

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

---

**BACKGROUND:**

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

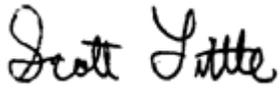
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**RECOMMENDATION:**

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

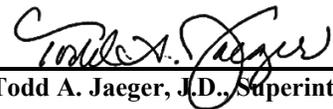
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**INITIATED BY:**



Scott Little, Chief Financial Officer

Date: February 26, 2025



Todd A. Jaeger, J.D., Superintendent

<b>Gifts and Donations</b>	<b>Donor</b>	<b>Site</b>
Ck in the amount \$365.00	AMERICAN ONLING GIVING FNDTN	IRONWOOD RIDGE HIGH SCHOOL
Ck in the amount \$1,885.00	EASTERSEALS BLAKE FNDTN	OTHER
Motorized Wheelchair	CHRISTINA LIPIN	RILLITO CENTER
Ck in the amount \$7,079.93	PAINTED SKY PTO	PAINTED SKY ELEMENTARY



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

---

**DATE OF MEETING:**      **March 11, 2025**

**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 Application(s) with Phase Grant funding to be awarded for each BRG:

- BRG-006631 – WAL - Fire Alarm System Monitoring POTS to Cellular Conversion – SF112243
- BRG-006614 – CCK - Fire Alarm System Monitoring POTS to Cellular Conversion – SF118244
- BRG-006616 – COR - Fire Alarm System Monitoring POTS to Cellular Conversion – SF115241
- BRG-006621 – INN - Fire Alarm System Monitoring POTS to Cellular Conversion – SF119242
- BRG-006624 – LAC - Fire Alarm System Monitoring POTS to Cellular Conversion – SF165245
- BRG-006625 – MV - Fire Alarm System Monitoring POTS to Cellular Conversion – SF116241
- BRG-006627 – PSKY - Fire Alarm System Monitoring POTS to Cellular Conversion – SF114243
- BRG-006628 – PRI - Fire Alarm System Monitoring POTS to Cellular Conversion – SF111241
- BRG-006629 – RIL - Fire Alarm System Monitoring POTS to Cellular Conversion – SF125241

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:**

**Richard C. La Nasa, Executive Manager, Operational Support**

**Date: March 5, 2025**

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

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# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Lulu Walker School

BRG Project Number: BRG-006631

Project Title: WAL - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1122

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

**07. 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.

**08. 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.

**8.1 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.

**09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, 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: BRG-006631

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Copper Creek Elementary School

BRG Project Number: BRG-006614

Project Title: CCK - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1182

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

**07. 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.

**08. 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.

**8.1 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.

**09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

#### **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. RIGHTS IN DATA, 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: BRG-006614

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Coronado K-8 School

BRG Project Number: BRG-006616

Project Title: COR - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1152

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, 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: BRG-006616

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Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

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Date  
Amphitheater Unified District  
School District

---

Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

---

Date

---

CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

---

Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Innovation Academy

BRG Project Number: BRG-006621

Project Title: INN - Fire Alarm System Monitoring POTS to Cellular Conversion - SF11924

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, 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: BRG-006621

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: La Cima Middle School

BRG Project Number: BRG-006624

Project Title: LAC - Fire Alarm System Monitoring POTS to Cellular Conversion - SF1652

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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

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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.

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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.

#### **04. 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**

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#### **06. 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

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## **07. 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.

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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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The Parties shall comply with Executive Order 2023-01. However, Tribal Nations are exempt from the definition of employer for both Federal and State Civil Rights Act.

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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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**15. THIRD-PARTY ANTITRUST VIOLATIONS**

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- a) To acknowledge Architects and their school designs successfully funded by the Board;
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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.

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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: BRG-006624

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Mesa Verde Elementary School

BRG Project Number: BRG-006625

Project Title: MV - Fire Alarm System Monitoring POTS to Cellular Conversion - SF11624

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, 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 WARRANT**

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: BRG-006625

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Painted Sky Elementary

BRG Project Number: BRG-006627

Project Title: PSKY - Fire Alarm System Monitoring POTS to Cellular Conversion - SF114

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, 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: BRG-006627

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: L M Prince School

BRG Project Number: BRG-006628

Project Title: PRI - Fire Alarm System Monitoring POTS to Cellular Conversion - SF11124

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

**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. RIGHTS IN DATA, RIGHT TO USE, DUPLICATE AND DISCLOSE**

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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 WARRANT**

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: BRG-006628

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date

# 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, November 6, 2024

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

School District: Amphitheater Unified District

School: Rillito Center

BRG Project Number BRG-006629

Project Title: RIL - Fire Alarm System Monitoring POTS to Cellular Conversion - SF12524

### 01. 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.") §41-5731, §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. §41-5731, A.A.C. Title 7 section R7-1-101 through R7-6-276, and the Building Renewal Grant Policy adopted on October 2, 2008 and as subsequently amended, as well as any applicable session law.

### 02. 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. §41-5731.

#### 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.

### 03. 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:

- a. 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;
- b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, and the USFR purchasing guidelines;
- c. 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;
- d. Compliance with any applicable federal, state and local health or safety requirements;
- e. Compliance with any applicable School Facilities Division Performance Specifications;
- f. The SFD will require Design Scope Development meetings with the selected designer 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;
- g. Professional services deliverables will be submitted to the SFD via activity reports before project and phase grant closeout to verify deliverables were successfully funded by the Building Renewal Grant Program.
- h. 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 8. of these Terms and Conditions.
- i. 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 SFD 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. §41-5701.02.1.2., 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.

#### **04. 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.

#### **05. 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.

#### **06. 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.

## **07. 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.

## **08. 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.

## **8.1 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.

## **09. NON-DISCRIMINATION**

The Parties shall comply with Executive Order 2023-01. 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.

#### **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. RIGHTS IN DATA, 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: BRG-006629

\_\_\_\_\_  
Governing Board President (signature)  
Susan Zibrat  
Name (printed/typed)

\_\_\_\_\_  
Date  
Amphitheater Unified District  
School District

\_\_\_\_\_  
Superintendent (signature)  
Todd A. Jaeger, J.D.  
Name (printed/typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CFO/Business Manager (signature)  
Scott Little  
Name (printed/typed)

\_\_\_\_\_  
Date



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

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**DATE OF MEETING:** March 11, 2025

**TITLE:** Approval of the District Calendar for School Year 2026-2027

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**BACKGROUND:**

The District's school year calendar for School Year 2026-2027 is submitted for Governing Board approval.

Please note that Rodeo Break is aligned with the date of the Tucson Rodeo Parade which has not yet been scheduled for 2027. If the dates change from those projected, District Administration will bring forth a revised District calendar for Governing Board approval.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

**Date:** March 3, 2025

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

# AMPHITHEATER PUBLIC SCHOOLS CALENDAR 2026-2027 SCHOOL YEAR

## July '26

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## August '26

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## September '26

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## October '26

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## November '26

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## December '26

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## January '27

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## February '27

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

## March '27

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April '27

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## May '27

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## June '27

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

School Holidays	
September 7	Labor Day
October 12 - 16	Fall Break
November 11	Veterans Day
November 25 - 27	Thanksgiving
Dec 21 - Jan 1	Winter Break
January 18	Martin Luther King Day
February 18 - 19	Rodeo Break*
March 15 - 19	Spring Break

*\*Based on Tucson Rodeo Parade's schedule which is not available at the time of Board approval; subject to change.*

	School Days
	School Holidays (District offices open)
	District Holidays
	Teacher Planning Day
	All/Returning Teachers Planning Days
	New Teacher Planning Days

Grading Periods		
1st	Aug 5 - Oct 9	47 days
2nd	Oct 19 - Dec 17	40 days
3rd	Jan 4 - Mar 12	47 days
4th	Mar 22 - May 19	43 days
	<b>Total</b>	<b>177 days</b>

Important Dates for Staff	
July 3	Independence Day (Celebrated)
July 27	New Teachers First Day
July 30	Returning Teachers First Day
Dec 23-25, Dec 31-Jan 1	Winter Break
March 17 - 19	Spring Break
May 31	Memorial Day



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

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**DATE OF MEETING:**     **March 11, 2025**

**TITLE: Approval of Intergovernmental Agreement (IGA) with Oro Valley Police Department for School Safety Program**

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**BACKGROUND:**

The District has received a School Safety Program Grant through the Arizona Department of Education which provides funds for School Resource Officers (SRO's) to serve Amphitheater schools within the boundaries of the Town of Oro Valley.

The proposed Intergovernmental Agreement (IGA) with the Town of Oro Valley Police Department permits the Department to provide three Police Officers to act as School Resource Officers to the District through June 30, 2026. The District agrees to pay the Town \$479,253.33 towards the salary and benefits for the SRO's. These funds will come directly from the School Safety Grant.

A proposed form of agreement has been prepared and is submitted at this time for Board consideration.

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**RECOMMENDATION:**

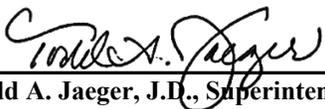
The Administration recommends that the Board approve the attached IGA with the Town of Oro Valley Police Department to place three SRO's into District schools as mutually agreed.

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**INITIATED BY:**

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**Date: March 10, 2025**

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

**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
**and**  
**ORO VALLEY POLICE DEPARTMENT**  
**for**  
**School Safety Program**

This Intergovernmental Agreement (“Agreement”) is entered into as of the 3rd day of January, 2025, by and between Amphitheater Unified School District, a political subdivision of the State of Arizona (hereinafter known as the “District”) and the Town of Oro Valley, a political subdivision of the State of Arizona, through its police department (hereinafter known as the “Town”) (cumulatively the “Parties,” with each individually being a “Party”), for the purpose of the Town providing School Resource Officers (“SROs”) to the District in connection with the Arizona Department of Education’s School Safety Program.

**WHEREAS**, the District desires the Town to assign police officers to the District to provide certain services as School Resource Officers (“SROs”), or to assist in the development and implementation of a school safety program and a law related education program or both, and the Town is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

**WHEREAS**, the District is authorized by A.R.S. §§ 11-952 and 15-342(13) to enter into this Agreement and the Town is authorized by A.R.S. § 11-952 to enter into this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to establish the terms and conditions under which the Town will provide three (3) SROs to the District.

**2. Term**

This Agreement shall commence and be effective on January 3rd, 2025, and shall terminate on June 30, 2026, with the possibility of renewal upon agreement of the Parties in writing, unless terminated by either Party as provided for in this Agreement. Payment, performance, and obligations for any fiscal period are subject to the availability and appropriation of monies.

**3. Termination**

Either Party may, at any time and without cause, terminate this Agreement by providing thirty (30) days’ written notice of intent to terminate. Unless otherwise agreed upon in writing by the Parties, all property purchased by the District under this Agreement shall remain the property of the District and shall be returned to the District when no longer in use or upon termination of this Agreement,

whichever is sooner. Unless otherwise agreed upon in writing by the Parties, all property purchased by the Town under this Agreement shall remain the property of the Town and shall be returned to the Town when no longer in use or upon termination of this Agreement, whichever is sooner.

#### **4. Relationship of the Parties**

a. The Town shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall only be those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a Town employee and that no rights under the Town's civil service, retirement, or personnel rules accrue to such person.

b. The SROs assigned to the District shall be considered employees of the Town and shall be subject to its control and supervision. The assigned SROs will be subject to current procedures in effect for Oro Valley police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.

c. The Town understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the Town. If the Town receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the Town will immediately provide such information, as allowed by law, to the District.

d. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the Town will immediately remove the officer from the District and reassign the officer in accordance with Town policies and procedures to allow the Town and/or the District to investigate the allegations. The Town agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

e. The Town shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming

from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the Town and the District.

## **5. Costs and Payment**

a. The District agrees to pay the Town \$479,253.33 towards the salary and benefits for the SROs in consideration for the services provided by the Town under this Agreement. The District maximum should not exceed \$479,253.33 to include overtime, SRO related training and other expenses related to the SRO positions. The Town will cover the remaining costs for the SRO position. The Town will also provide the SROs with necessary police training, vehicles, and equipment necessary for the SROs to function as police officers.

b. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Oro Valley Police Department supervisor before working on SRO-related overtime (i.e., those matters pertaining to the school, its students, or its employees). The District shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions in excess of forty (40) hours per week. The Town shall pay one hundred percent (100%) of any SRO overtime that results from Town-related activities (i.e., those matters that do not involve the school, its students, or its employees), regardless of when in the week those hours are worked. The SRO and Town shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

c. Payment to the Town from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The Town may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than thirty (30) days after the due date.

d. Each Party will establish and maintain a budget according to its established rules and regulations.

## **6. School Resource Officer Responsibilities and Goals**

a. An SRO shall have the following responsibilities:

i. Establish and maintain a professional working relationship with school officials.

ii. Provide appropriate police and enforcement services at school

iii. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.

iv. Attempt to locate and return to school all students who are identified as absent from school without an acceptable excuse.

v. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.

vi. Investigate all reported child abuse incidents within the school.

vii. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.

viii. Prepare and maintain such records of their activities as are required by the operational needs of the Oro Valley Police Department.

b. An SRO shall use good faith efforts to achieve the following goals:

i. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.

ii. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.

iii. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.

iv. Instruct District school administrators and faculty members in (a) the identification of abused or neglected children, (b) the reporting of abuse or neglect, and (c) the actions that can be taken to prevent further abuse or neglect.

v. Provide counseling and educational programs in truancy, abuse, or any other topic mutually agreed upon by the parties in writing.

vi. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

**7. School Safety Program; Duties and Responsibilities**

a. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

b. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

c. An officer assigned to the School Resource Officer position shall have the following duties:

- i. Establish liaison with school administrators, staff, students and parents.
- ii. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom as needed by the school district.
- iii. Network with community agencies that may or do provide services to the school.
- iv. Act as a resource in the investigation of school-related criminal activities.
- v. Participate in the Parent-Teacher Association as requested.
- vi. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- vii. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- viii. Provide information when requested to students, parents, and staff in law-related situations.
- ix. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
- x. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

**8. Time and Place of Performance**

- a. The Town will ensure that the police officers assigned to the District as SROs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The assigned officers will wear uniforms as authorized by the applicable Oro Valley Police Department Operations Orders.
- b. The officers' activities will be focused at the school district locations except for:
  - i. Follow-up home visits when needed as a result of school related problems.
  - ii. Incentive programs approved in writing (for example by e-mail) between the Oro Valley Police Department Supervisor and the school's Principal, or the Principal's designee.
  - iii. In response to off campus, but school related, criminal activity.
  - iv. Attendance at off-campus events or meetings at the school's request.

- v. Attendance at training.
- vi. In response to emergency police activities.
- vii. As directed by any Oro Valley Police Supervisor.

c. During days that schools are not in session, the police officers assigned as SROs shall perform their regular duties as determined by the Police Chief or the Police Chief's designee.

## **9. District Responsibilities**

a. The District will provide the police officers with an office at the officers' assigned school that provides privacy for the SRO to conduct confidential business as well as such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, appropriate computer and e-mail linkages, and filing space capable of being secured.

b. Upon termination, all property or equipment used by the Parties in the performance of their responsibilities under this Agreement shall remain the property of the Party that purchased the property or equipment.

## **10. Status Meetings**

By mutual agreement, the Parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by counsel for the Parties.

## **11. Cancellation for Conflict of Interest**

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, the terms of which statute are deemed to be incorporated herein by reference.

## **12. Compliance with Applicable Laws**

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

## **13. FERPA**

The Parties acknowledge and agree that the confidentiality of personally identifiable education records of the District's students ("Student Records") is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act ("FERPA"). The Parties

agree that any disclosure and/or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.

#### **14. Insurance**

The District and the Town each represent and warrant to the other that it shall at all times maintain adequate insurance to cover any liability arising from the acts and omissions of its agents and employees arising out of the performance of this Agreement. Neither Party shall be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the employees or agents of the other Party.

#### **15. Employees**

The employees of the Town who participate in the provision of services under this agreement shall not be considered as employees of the District, and employees of the District shall not be considered employees of the Town. Accordingly, employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022(D) shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

#### **16. Mutual Indemnification**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### **17. Applicable Law**

This Agreement shall be subject to and interpreted under the laws of the State of Arizona. In the event of any litigation that in any way relates to or arises out of the subject matter of this Agreement, the Parties hereby consent to the personal jurisdiction of the state court of Arizona, and further agree that the venue of any such litigation shall be exclusively limited to the state court located in Pima County, Arizona. The prevailing party in any litigation arising under this Agreement shall be entitled, in addition to all other relief, to reasonable attorneys' fees and costs incurred in the litigation.

#### **18. Resolution of Disputes**

In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(I), the Parties shall meet and discuss within three (3) business days. If the Parties are unable to resolve the dispute during this discussion, then the Parties will participate in mediation. Neither Party may file a claim

against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall equally share the expenses of the mediator; however, each Party shall bear its own costs for presentation before the mediator, including the costs incurred by the Party for representation by an attorney at the mediation, if such representation is desired.

**19. Record Retention and Inspection**

The Parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Agreement for a period of five (5) years after the completion of the Agreement and make such documents open to inspection and audit at reasonable times.

**20. Fingerprint Clearance**

Each Party warrants and agrees that its employees, contractors, and subcontractors who may have unsupervised contact with students shall comply with the fingerprinting requirements of A.R.S. § 15-512 and that such fingerprint clearance will remain in effect throughout the term of this Agreement.

**21. Employee Worker Eligibility**

To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A Party's breach of the above-referenced warranty shall be deemed a material breach of the Agreement. To the extent required by Arizona law, the Parties each retain the legal right to inspect the papers and records of the other Party to ensure compliance with this paragraph.

**22. Notice**

Any notice or modification required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To the District:

Todd Jaeger or Scott Little  
Superintendent Chief Financial Officer

or Darlene Mansouri  
Director, State and Federal Programs

701 West Wetmore Road

Tucson, AZ 85705

To the Town:

John Teachout  
Lieutenant

Oro Valley Police Department

11,000 N. La Canada Drive

Oro Valley, Arizona 85737

**23. Entire Agreement**

This Agreement constitutes the entire agreement between the District and the Town. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representative of the Parties.

**24. No Creation of Third-Party Rights**

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

**25. Severability**

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

**26. Authority to Execute Agreement**

The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so on behalf of the entity they represent. Further representation is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legal bind the entity to the terms of this Agreement.

**27. Counterparts**

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

[Signature Page Follows.]

**IN WITNESS HEREOF**, the Parties sign this Agreement:

DATED this 20th day of February, 2025 upon resolution of the Amphitheater Unified School District Governing Board approving this Agreement and authorizing its Superintendent to sign below:

**Amphitheater Unified School District**

By: \_\_\_\_\_  
Todd A. Jaeger, J.D.

Its: Superintendent

DATED this 20th day of February, 2025 upon resolution of the Town of Oro Valley Council approving this Agreement and authorizing its representative to sign below:

**Town of Oro Valley**

E-SIGNED by Joseph C. Winfield  
By: on 2025-02-20 16:33:22 GMT \_\_\_\_\_

Its: Mayor \_\_\_\_\_

**Attorney Approval:**

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys, who have determined that it is in proper form and is within the powers and authorities granted under the laws of the State of Arizona to their respective clients.

By: \_\_\_\_\_  
Counsel for the District

E-SIGNED by Tobin Sidles  
By: on 2025-02-20 19:54:17 GMT \_\_\_\_\_  
Counsel for the Town



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

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**DATE OF MEETING:**      **March 11, 2025**

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

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**BACKGROUND:**

**STUDENTS**

Amphitheater School District has a strong tradition of participation in contests of academic challenges, including the National History Bee, Odyssey of the Mind, Academic Decathlon, Future Problem Solving, and Career and Technical Student organization's (CTSO) national competitions for FCCLA, SkillsUSA, and HOSA. As we have done for the last several years, prior approval is granted without names. Specific information will not be known until the actual events that occur March through June. Approval now allows our schools to begin fundraising.

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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: March 4, 2025**

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



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

---

**DATE OF MEETING:**      **March 11, 2025**

**TITLE:**            **Auditor General’s School District Spending Analysis—Fiscal Year 2024**

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**BACKGROUND:**

Information on the Auditor General’s “School district spending analysis—Fiscal Year 2024” report will be presented.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Scott Little*

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Scott Little, Chief Financial Officer

Date: March 5, 2024

*Todd A. Jaeger*

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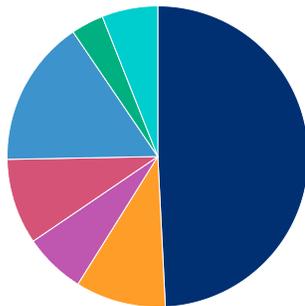
Todd A. Jaeger, J.D., Superintendent

# Amphitheater Unified School District

## District demographic information

County:	Pima
Operational peer group <sup>1</sup>	Operational 2
Other peer groups:	Transportation 4 and Achievement 2
Legislative district(s):	17, 18, and 20
Location:	Suburb
Number of schools:	21
Students attending; Size:	11,356; Large
5-year change in students attending:	13% decrease
Special education population:	18%
English learner population:	6%
Poverty rate (2023):	15%
Graduation rate (2023):	83%

## District's spending by operational area



- Classroom spending, 65.5%**
  - Instruction, 49.2%
  - Student support, 9.7%
  - Instruction support, 6.6%
- Nonclassroom spending, 34.5%**
  - Administration, 9.2%
  - Plant operations, 15.8%
  - Food service, 3.5%
  - Transportation, 6.0%

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

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

We categorize districts with certain similar qualities into [operational peer groups](#)<sup>1</sup> to help create meaningful comparisons across districts. Amphitheater Unified School District's peer group had an average instructional spending percentage of 51.7%. This number can help provide context for Amphitheater Unified School District's own instructional spending percentage.

## Instructional spending percentage highlights (FYs 2001-2024)

We have monitored instructional spending since FY 2001. Below are highlights from Amphitheater Unified School District's instructional spending trend showing the most recent year-to-year change and the years it spent its highest and lowest percentages on instruction. Reviewing these instructional spending percentage highlights can provide insight into short-term (year-to-year comparison) and long-term (highest and lowest comparison) trends of a district's allocation of monies to instruction. Depending on how much a district spends in total, even small changes in a district's percentage spent on instruction can equate to large changes in the actual dollars the district spent.

Prior fiscal year  
FY 2023  
**51.6%**

Current fiscal year  
FY 2024  
**49.2%**

Highest fiscal year  
FY 2009  
**58.5%**

Lowest fiscal year  
FY 2024  
**49.2%**

## Why monitor school district spending?

Most school district funding is closely tied to the number of students enrolled, and districts can choose how to spend most funding, so every decision a school district makes to spend on 1 operational area directly impacts its ability to spend on another. For example, if a district has higher spending in plant operations, it will have fewer dollars to spend on instruction.

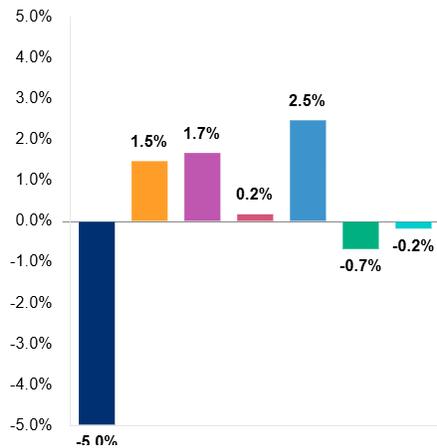
The bar chart below, "Percentage point change in spending by area," illustrates how Amphitheater Unified School District's spending by area has changed from the prior fiscal year and 5 fiscal years ago.

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

## Percentage point change in spending by area

Compare District FY 2024 spending to:

District's FY 2019 spending (5-year comparison)



**Change in classroom spending, -1.8%**

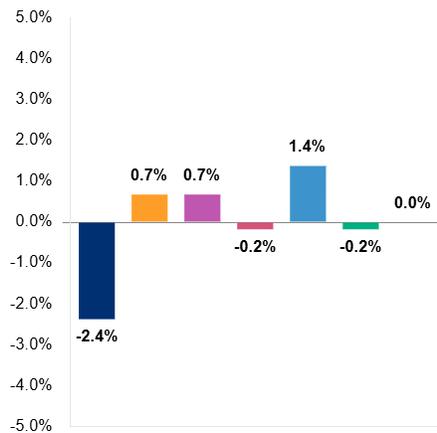
- Instruction, -5.0%
- Student support, 1.5%
- Instruction support, 1.7%

**Change in nonclassroom spending, 1.8%**

- Administration, 0.2%
- Plant operations, 2.5%
- Food service, -0.7%
- Transportation, -0.2%

Compare District FY 2024 spending to:

District's FY 2023 spending (1-year comparison)



**Change in classroom spending, -1.0%**

- Instruction, -2.4%
- Student support, 0.7%
- Instruction support, 0.7%

**Change in nonclassroom spending, 1.0%**

- Administration, -0.2%
- Plant operations, 1.4%
- Food service, -0.2%
- Transportation, 0.0%

## Per student spending by area

Compare District's FY 2024 spending to:

District's FY 2023 spending (1-year comparison)

Area	District FY 2023	District FY 2024	1 - year change
<b>Classroom spending</b>			
Instruction	\$6,436	\$6,451	+\$15
Student support	\$1,130	\$1,267	+\$137
Instruction support	\$742	\$863	+\$121
<b>Nonclassroom spending</b>			
Administration	\$1,170	\$1,208	+\$38
Plant operations	\$1,795	\$2,076	+\$281
Food service	\$463	\$465	+\$2
Transportation	\$747	\$790	+\$43
<b>Total operational</b>	<b>\$12,483</b>	<b>\$13,120</b>	<b>+\$637</b>
Land and buildings	\$1,168	\$1,289	+\$121
Equipment	\$996	\$1,126	+\$130
Interest	\$233	\$247	+\$14
Other	\$196	\$235	+\$39
<b>Total nonoperational</b>	<b>\$2,593</b>	<b>\$2,897</b>	<b>+\$304</b>
<b>Total per student spending</b>	<b>\$15,076</b>	<b>\$16,017</b>	<b>+\$941</b>

Compare District's FY 2024 spending to:

Peer districts' FY 2024 average spending

Area	Peer average FY 2024	District FY 2024	Difference
<b>Classroom spending</b>			
Instruction	\$5,872	\$6,451	+\$579
Student support	\$1,057	\$1,267	+\$210
Instruction support	\$753	\$863	+\$110
<b>Nonclassroom spending</b>			
Administration	\$1,185	\$1,208	+\$23
Plant operations	\$1,464	\$2,076	+\$612
Food service	\$438	\$465	+\$27
Transportation	\$613	\$790	+\$177
<b>Total operational</b>	<b>\$11,382</b>	<b>\$13,120</b>	<b>+\$1,738</b>
Land and buildings	\$1,640	\$1,289	-\$351
Equipment	\$820	\$1,126	+\$306
Interest	\$445	\$247	-\$198
Other	\$265	\$235	-\$30
<b>Total nonoperational</b>	<b>\$3,170</b>	<b>\$2,897</b>	<b>-\$273</b>
<b>Total per student spending</b>	<b>\$14,552</b>	<b>\$16,017</b>	<b>+\$1,465</b>

Compare District's FY 2024 spending to:

State-wide FY 2024 average spending

Area	State-wide FY 2024	District FY 2024	Difference
<b>Classroom spending</b>			
Instruction	\$6,511	\$6,451	-\$60
Student support	\$1,210	\$1,267	+\$57
Instruction support	\$764	\$863	+\$99
<b>Nonclassroom spending</b>			
Administration	\$1,276	\$1,208	-\$68
Plant operations	\$1,476	\$2,076	+\$600
Food service	\$565	\$465	-\$100
Transportation	\$569	\$790	+\$221
<b>Total operational</b>	<b>\$12,371</b>	<b>\$13,120</b>	<b>+\$749</b>
Land and buildings	\$1,582	\$1,289	-\$293
Equipment	\$801	\$1,126	+\$325
Interest	\$348	\$247	-\$101
Other	\$280	\$235	-\$45
<b>Total nonoperational</b>	<b>\$3,011</b>	<b>\$2,897</b>	<b>-\$114</b>
<b>Total per student spending</b>	<b>\$15,382</b>	<b>\$16,017</b>	<b>+\$635</b>

## Operational efficiency measures

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

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

Operational area	Measure	State average	Peer average <sup>1</sup>	District	District spending relative to the peer average
Administration	Spending per student	\$1,276	\$1,185	\$1,208	Comparable
	Students per administrative position	61	65	44	N/A
Plant operations	Spending per square foot	\$8.59	\$9.42	\$9.00	Comparable
	Square footage per student	172 ft <sup>2</sup>	158 ft <sup>2</sup>	231 ft <sup>2</sup>	N/A
Food service	Spending per meal	\$4.28	\$4.20	\$3.45	Very Low
	Meals per student	134	100	135	N/A

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

Operational area	Measure	State average	Peer average <sup>1</sup>	District	District spending relative to the peer average
Transportation	Spending per mile	\$6.41	\$7.07	\$11.02	Very High
	Spending per rider	\$2,289	\$2,628	\$3,694	Very High

## Why monitor student enrollment?

Monitoring trends in the State's student population and enrollment can help provide a school district with crucial information needed to plan for current and future operations. A district's funding is closely tied to the number of students enrolled in its schools. Reductions in enrollment lead to corresponding reductions in district funding (see the "Student enrollment" section of the [Glossary page](#) for more information). Although overall district enrollment declined State-wide between FYs 2023 and 2024, as did enrollment at most districts, about a third of districts experienced enrollment increases. State-wide population trends suggest, however, that enrollment at most districts will continue to decline, and districts should plan for operating schools with fewer students and reduced funding.

## Enrollment highlights (FYs 2001-2024)



## Why monitor average teacher salary?

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

The additional teacher salary information provides insight about a district's teachers' experience level and how they are compensated. For example, if a district has a large difference between the average base salary for teachers in their first 3 years and the average base salary of teachers in their 4th year or later, it indicates that the district's salary schedule provides additional base compensation to teachers as they gain additional teaching experience. If the district's total average teacher salary is substantially higher than the base salary amounts, it indicates that the district pays teachers more in performance pay and one-time payments than a district whose overall average teacher salary is similar to its base salary amounts. Further, not all districts recognize a teacher's classroom experience outside of their school district when determining a teacher's pay. The graphic below indicates whether the district reported recognizing classroom experience outside of the district. It also shows whether the district reported compensating teachers for classroom experience through placement on the district's salary schedule, meaning the teacher's experience resulted in a higher base pay, and/or by making additional payments to teachers in addition to their base pay, such as a stipend.

Additionally, it is important to consider the proportion of experienced teachers in a district's [teacher population](#)<sup>1</sup>, which can impact a district's average teacher salary. For example, a district's total average teacher salary may have decreased since the prior year if its most experienced teachers have left district employment and the district has hired less experienced teachers to replace them. Smaller districts generally have more variation in average teacher salary and other teacher measures due to their smaller teacher population where replacing one experienced teacher with a less experienced teacher can have a more substantial year-to-year impact on reported amounts.

## Average teacher salary and other teacher measures (FY 2024)

District's average teacher salary

**\$64,057**

Amount from CSF: **\$11,924**<sup>1</sup>

Average teacher salary is

**-\$1,056**

compared to the State average

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

If yes, the district reported these payments as:

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

In addition to, but separate from, base salary: **Yes**

Average years of teacher experience

**12.6 years**

Percentage of teachers in their first 3 years

**16%**

Average base salary of teachers in their first 3 years<sup>1</sup>

**\$47,182**

Percentage of teachers in their 4th year or later

**84%**

Average base salary of teachers in their 4th year or later<sup>1</sup>

**\$59,912**

Students per teacher<sup>1</sup>

**15.4**

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

## Districts received additional State monies intended to increase average teacher salary

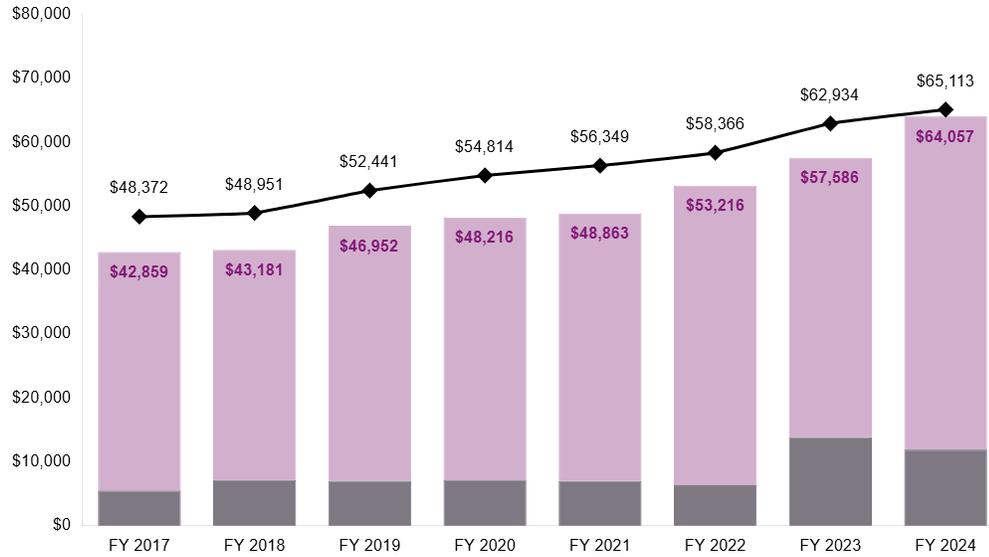
In FYs 2018 through 2021, the State provided additional monies to districts to increase teacher salaries by 20 percent from the FY 2017 base year. The bar chart below shows how Amphitheater Unified School District's average teacher salary changed during this time frame and immediately after the annual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

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

salary.

### District average teacher salary compared to State average (FYs 2017-2024)



◆ State average teacher salary

District average teacher salary

- Amount from other funds
- Amount from CSF monies

### District average teacher salary and other teacher measures since FY 2017

Fiscal year	District average teacher salary	Average base salary of teachers in their first 3 years	Average base salary of teachers in their 4th year or later	Students per teacher <sup>1</sup>	Average years of teacher experience	Percentage of teachers in their first 3 years	Percentage of teachers in their 4th year or later
2024	\$64,057	\$47,182	\$59,912	15.4	12.6	16%	84%
2023	\$57,586	\$48,790	\$54,893	14.6	12.6	15%	85%
2022	\$53,216	N/A <sup>1</sup>	N/A <sup>1</sup>	15.2	12.7	14%	86%
2021	\$48,863	N/A <sup>1</sup>	N/A <sup>1</sup>	13.6	12.6	16%	84%
2020	\$48,216	N/A <sup>1</sup>	N/A <sup>1</sup>	16.7	12.5	15%	85%
2019	\$46,952	N/A <sup>1</sup>	N/A <sup>1</sup>	17.0	12.3	18%	82%
2018	\$43,181	N/A <sup>1</sup>	N/A <sup>1</sup>	17.2	12.3	18%	82%
2017	\$42,859	N/A <sup>1</sup>	N/A <sup>1</sup>	17.2	12.5	16%	84%

<sup>1</sup> Data is unavailable because districts were not required to report it prior to FY 2023.

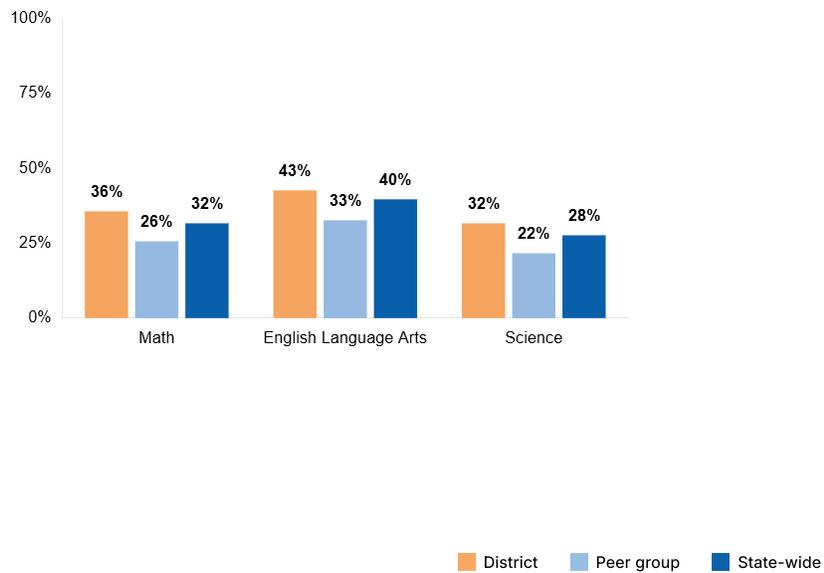
### Student achievement

For FY 2024, we present an achievement peer group weighted average and the State average for comparison to the individual districts' percentage of students who passed State assessments in Math, English Language Arts (ELA), and Science assessments. We report a passage rate consistent with ADE's publicly available data file, and therefore, some individual districts' results may not be available due to ADE's redaction standards. For FY 2024, we also present an achievement peer group weighted average and the State average for comparison. For more information on how we create achievement peer groups, see the "District peer groups" section on the [Glossary page](#).

Additionally, we have included the percentage of district students passing State Math, ELA, and Science assessments since FY 2019, excluding FYs 2020 and 2021. Student achievement data is not available for FY 2020 because school districts were exempted from conducting State assessments. Similarly, student achievement data is not available for FY 2021 because not all eligible students participated in testing.

FY 2019 represents student achievement scores from the year prior to the COVID-19 pandemic, and that year's data helps to illustrate the potential impact of the COVID-19 pandemic and associated disruptions to school district operations on student achievement.

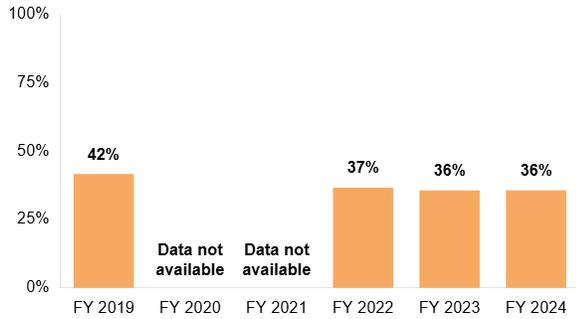
## District, District peer group, and State-wide student passing percentage (FY 2024)



## District's student achievement since FY 2019

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

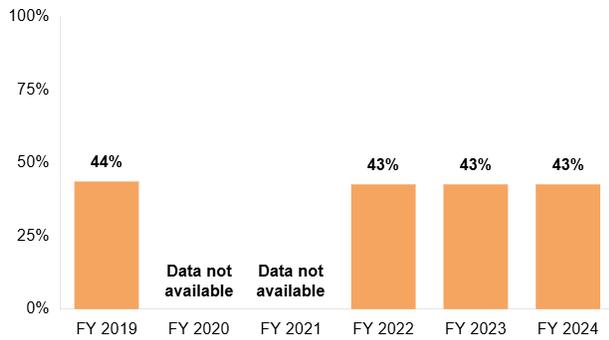
Math



District students who passed the State assessment for Math

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

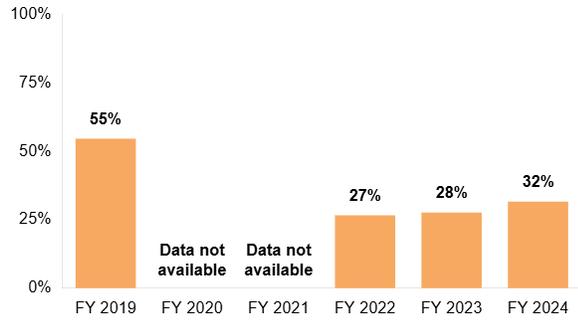
English Language Arts



District students who passed the State assessment for English Language Arts

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

Science



District students who passed the State assessment for Science



**AMPHITHEATER**

*P u b l i c   S c h o o l s*

# Auditor General's School District Spending Analysis Fiscal Year 2024

# Definitions

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

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# Overview of Pima County School Districts

District name	Number of schools	Students attending	Enrollment (1-year change)	Special education population	English learner population	Poverty rate	Graduation rate
Ajo Unified School District	2	383	-12%	11%	24%	15%	N/A
Amphitheater Unified School District	21	11,356	-13%	18%	6%	15%	83%
Baboquivari Unified School District	4	996	-1%	14%	0%	8%	55%
Catalina Foothills Unified School District	7	4,867	-5%	10%	2%	5%	88%
Flowing Wells Unified School District	9	5,016	-6%	16%	9%	26%	86%
Marana Unified School District	17	12,306	5%	20%	2%	9%	87%
Sahuarita Unified School District	9	6,142	-1%	14%	3%	8%	88%
Sunnyside Unified School District	21	13,489	-12%	14%	20%	26%	75%
Tanque Verde Unified School District	4	2,109	5%	10%	0%	4%	N/A
Tucson Unified School District	87	38,010	-11%	15%	11%	19%	82%
Vail Unified School District	22	14,113	10%	14%	1%	6%	91%

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# Teacher Data

District name	District Average Teacher Salary	Average years of teacher experience	Percentage of teachers in first 3 years	Students per teacher
Ajo Unified School District	\$ 58,846	12.8	52%	18.3
Altar Valley Elementary School District	\$ 53,421	7.4	18%	17.6
Amphitheater Unified School District	\$ 64,057	12.6	16%	15.4
Baboquivari Unified School District	\$ 59,902	5.7	36%	14.4
Catalina Foothills Unified School District	\$ 62,360	12.8	10%	17.2
Flowing Wells Unified School District	\$ 63,845	11.2	21%	16.4
Marana Unified School District	\$ 67,748	13.0	16%	15.5
Sahuarita Unified School District	\$ 56,035	10.6	34%	18.4
Sunnyside Unified School District	\$ 57,380	12.9	20%	18.3
Tanque Verde Unified School District	\$ 56,504	13.8	21%	16.0
Tucson Unified School District	\$ 59,027	13.8	17%	14.9
Vail Unified School District	\$ 56,209	9.3	25%	17.6

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# Pima School District Spending

District name	Instruction	Student Support	Instruction Support	Admin	Plant Operations	Food Service	Trans	Total
Ajo	\$ 6,622	\$ 1,026	\$ 489	\$ 2,376	\$ 2,360	\$ 806	\$ 94	\$ 13,773
Amphitheater	\$ 6,451	\$ 1,267	\$ 863	\$ 1,208	\$ 2,076	\$ 465	\$ 790	\$ 13,120
Baboquivari	\$ 7,010	\$ 1,732	\$ 1,311	\$ 3,614	\$ 3,400	\$ 762	\$ 3,215	\$ 21,044
Catalina Foothills	\$ 5,846	\$ 836	\$ 585	\$ 1,104	\$ 1,402	\$ 350	\$ 465	\$ 10,588
Flowing Wells	\$ 6,559	\$ 1,138	\$ 509	\$ 1,185	\$ 1,406	\$ 622	\$ 494	\$ 11,913
Marana	\$ 6,523	\$ 1,144	\$ 659	\$ 1,000	\$ 1,147	\$ 427	\$ 962	\$ 11,862
Sahuarita	\$ 5,344	\$ 840	\$ 275	\$ 1,038	\$ 1,256	\$ 398	\$ 456	\$ 9,607
Sunnyside	\$ 5,522	\$ 1,206	\$ 697	\$ 1,072	\$ 1,410	\$ 624	\$ 460	\$ 10,991
Tanque Verde	\$ 5,806	\$ 1,054	\$ 446	\$ 1,477	\$ 1,254	\$ 423	\$ 441	\$ 10,901
Tucson	\$ 7,195	\$ 1,551	\$ 1,171	\$ 1,293	\$ 1,908	\$ 634	\$ 673	\$ 14,425
Vail	\$ 5,491	\$ 982	\$ 844	\$ 1,201	\$ 1,269	\$ 344	\$ 455	\$ 10,586
Peer	\$ 5,872	\$ 1,057	\$ 753	\$ 1,185	\$ 1,464	\$ 438	\$ 613	\$ 11,382
State	\$ 6,511	\$ 1,210	\$ 764	\$ 1,276	\$ 1,476	\$ 565	\$ 569	\$ 12,371

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# Plant Operations

Plant operations spending per square foot:

State average	\$	8.59
Peer average	\$	9.42
Amphitheater	\$	9.00

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Square footage per student:

State average	172
Peer average	158
Amphitheater	231



# Operational Peers

District Name	Instructional Percentage
Higley Unified School District	58%
Queen Creek Unified School District	56%
Marana Unified School District	55%
Tolleson Union High School District	52%
Vail Unified School District	52%
Peer Group Average	52%
Flagstaff Unified School District	51%
Sunnyside Unified School District	50%
Agua Fria Union High School District	50%
Amphitheater Unified School District	49%
Tempe Union High School District	49%
Yuma Union High School District	48%

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**AMPHITHEATER**

*P u b l i c S c h o o l s*



# Transportation Spending Per Mile

## Between 301 and 405 miles per rider in city/suburbs

Apache Junction Unified School District	\$4.03
Kyrene Elementary School District	\$5.31
Casa Grande Elementary School District	\$6.01
Tanque Verde Unified School District	\$6.90
Mesa Unified School District	\$6.91
Fountain Hills Unified School District	\$6.06
Tempe Union High School District	\$6.42
Peoria Unified School District	\$6.75
Paradise Valley Unified School District	\$6.23
Gilbert Unified School District	\$6.75
Scottsdale Unified School District	\$6.89
Peer group average	\$7.07
Wilson Elementary School District	\$7.19
Agua Fria Union High School District	\$8.09
Liberty Elementary School District	\$10.49
Amphitheater Unified School District	\$11.02

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# Food Service Operations

## Food Service Spending Per Meal

State average	\$4.28
Peer average	\$4.20
Amphitheater	\$3.45

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

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**DATE OF MEETING:**      **March 11, 2025**

**TITLE:**            **Presentation on Early Childhood Education**

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**BACKGROUND:**

This presentation will provide updated information about Imagine Preschools in Amphi. We will cover the work of the Parents as Teachers program, as well as our Educational Community Home Outreach (ECHO) program and center.

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**RECOMMENDATION:**

This item is presented for Governing Board's information.

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**INITIATED BY:**

*Tassi Call*

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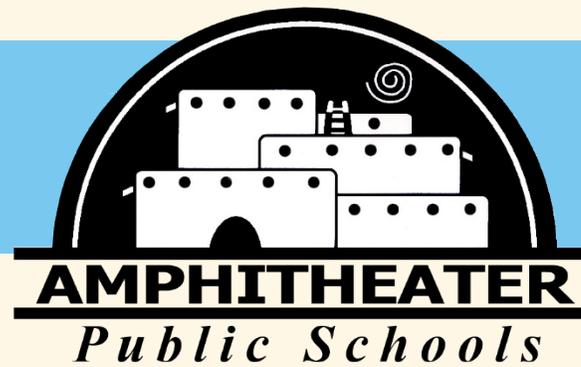
**Tassi Call, Associate Superintendent for Elementary Education K-5**

**Date: March 3, 2025**

*Todd A. Jaeger*  

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



# Early Childhood Education

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Tassi Call, Associate Superintendent for Elementary Education  
Tiffany Bucciarelli-Fay, Director of Early Childhood Education



# Preschool

## By the Numbers:



### Schools

We are located at **17** campuses across the Amphitheater Public School District.



### Staff

We employ **127** directors, teachers, aides, assistants, & specialists.



### Classrooms

We have **23** classrooms in Imagine Preschool and **8** ECSE classrooms.



### Interns

**55** Interns.  
**315** ECE students.  
**87** ECSE students.



### Students

We serve **512** preschool students in the district.



### Imagine Budget

Operating budget of **5 million** dollars in 2023.



# Why Imagine Preschool?

- Certified Teachers
- Low Student-Teacher Ratios
- Specials
- Early Intervention Specialist
- Play-Based Learning
- Fostering Whole Child Development
- Gifted Programming
- Scholarships Offered for Students
- Qualified Support Staff
- Ongoing Professional Learning
- District Feeder Pattern
- Licensed by AZDHS Child Care Bureau
- Quality First Participant







# Continuum of Special Education Services

**2 Hour Program**  
-Afternoon Classes

**4 Hour Program**  
-Holaway

**Full Inclusion**  
-Coronado Inclusion  
-Donaldson & Nash (2025-2026)



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**3 Hour Program**  
-Morning Classes

**Dual Enrollment Opportunities**  
-Copper Creek, Donaldson, Holaway,  
Painted Sky, Walker



# Why ECSE Preschool?

- Certified Teachers
- Low Student-Teacher Ratios
- Specials – Motor Lab
- Early Intervention Specialist
- Play-Based Learning
- Fostering Whole Child Development
- Continuum of Services
- Qualified Support Staff
- Ongoing Professional Learning
- District Feeder Pattern
- Licensed by AZDHS Child Care Bureau
- Quality First Participant







# Parents as Teachers

- Received Blue Ribbon Affiliate Status meeting 81 model standards in Fall 2024
- Expanded play groups from 1 site to 11 sites
- Provide sensory screenings including hearing and vision to all Imagine Preschool students
- Helping Grant - 814 Families assisted  
\$1,179, 747.17 given to families in need
- Kinder Kits available to all Title 1 Students in partnership with the United Way of Southern Arizona. The value of the kits is over \$20,000 in books and learning materials for our future kindergarten students.





**ECHO**

AFTER SCHOOL



# ECHO

## (Educational Community Home Outreach)

The ECHO Program at Nash provides a community school-based approach to achieve student success by tackling academic and non-academic barriers through after school programs, new learning opportunities for students and their families with wrap around health and wellness resources.

### Why?

- No-cost after school activities will entice students to attend class
- Programs provided after school until 6 pm include tutoring, snack and dinner, sports, STEM activities, Yoga, music classes, reading and math clubs

- 2 years at Nash
- 75% of Nash students attend
- 10% decrease in absenteeism
- 12% increase in test scores
- Decrease in behavioral issues
- 86% of caregivers said they can get a better job or work more hours because of ECHO
- 100% of caregivers took comfort in knowing their child was safe and learning after school

**Coming September 2025 - ECHO will be starting at Keeling and Prince Elementary**





# ECHO Resource Center

## Services & Offerings -

- Fresh food, food boxes and pet food distributed weekly
- Hygiene, health and household supplies
- Diapers and period products
- ESL and GED classes offered for our adult learners
- Early literacy workshops for infants, toddlers & young children
- Technology lab
- Interactive Parent/Child Workshops
- Washer & dryer facilities
- Educators available to help families navigate local, state and federal resources





# ECHO Resource Center

From October 2024 to February 2025, the following products have been given to our families:

- 2,061 diapers
- 688 period products
- 710 holiday gifts
- 115 general hygiene kits
- 2,607 individuals have received food assistance
- 421 households have received food

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# Imagine Preschool Funding

- 3 PEEPS classes funded by City of Tucson
- 11 PEEPS classes funded by Pima County
- 9 classes funded by a combination of Quality First Scholarships, DES subsidy and Tuition.

## ECHO & ECHO Resource Funding

- Angel Charity
- Amphi Foundation
- Arizona Diaper Bank
- Davis Family Foundation
- First Things First of Arizona
- HS Lopez Foundation
- Osa Family Foundation
- Rotary Club of Tucson
- Southern Arizona Community Food Bank
- United Way Tucson of Southern Arizona

# Workforce Development

Sumaya Frick, District Internship Coordinator

- Applications for ECE Internships - 60
- CDO ECE Interns - 31
- Paid Interns are employed by Imagine Preschool sites at Innovation, IRHS, Copper Creek, Painted Sky, Coronado, Harelson, Donaldson, Mesa Verde, CDO, Wilson and ECHO
- New in 24-25, Amphi Middle School, Coronado K-8 and Wilson K-8 have middle school interns helping at preschools
- Coming in 25-26, Interns will be placed at Imagine Preschools, ECHO, and ECHO Community Resource Center





# Kudos & Gratitude

- All Imagine Preschool classrooms participated in SARSEF. Karissa Weiler coordinated all entries into SARSEF.
- Our newest additions, Imagine Preschool at Harelson and Full All-Day Inclusion at Coronado opened in August 2024.
- Kayleigh Paul at Rio Vista was awarded the Literacy Champion by Women United/United Way of Southern Arizona.
- Melissa Callahan and the team at Holaway received a 5-Star Rating from Quality First.
- Imagine Preschool at Prince participated in the AVID showcase.
- Priscilla Montero at Nash has received a position on the SAZAEYC Board.
- Oro Valley Mayor and Council and Pima County Supervisor, Rex Scott, visited our Imagine Preschool sites at Ironwood Ridge High School and Wilson K-8
- Imagine Preschool at Innovation and Canyon Del Oro Early Learning Center were included in the AEF A+ School of Excellence Award tour.



# Community Partners

- Pima County (PEEPS)
- The Town of Oro Valley, City of Tucson & Pima County
- United Way of Southern Arizona
- Arizona Child and Resource Referral
- Quality First
- First Focus on Kids
- Arizona Department of Economic Security
- Arizona Department of Child Care Licensing
- First Things First
- Project Felt
- Literacy Connects
- Southern Arizona Community Food Bank
- Arizona Diaper Bank
- Amphi Foundation



# Questions?

