

Final Posting: Monday, November 17, 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, November 18, 2025

5:30 PM

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

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

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

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

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

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

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

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

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

1. <u>CALL TO ORDER</u>	
Ms. Susan Zibrat, President	
2. <u>EXECUTIVE SESSION*</u>	4
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 # 30046831	
3. <u>RECONVENE PUBLIC MEETING</u>	
4. <u>PLEDGE OF ALLEGIANCE</u>	
Wilson K-8 Students	
5. <u>RECOGNITION OF STUDENT ART</u>	
Wilson K-8 Students	
6. <u>ANNOUNCEMENT OF DATE AND TIME OF THE NEXT REGULAR GOVERNING BOARD MEETING</u>	
Tuesday, December 9, 2025 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.	
7. <u>RECOGNITIONS</u>	
A. Recognition of the Canyon del Oro High School 2025 Division II Girls Golf Team State Runner-Up	5
B. Recognition of Canyon del Oro 2025 DII Swim State Runners-up and State Champions	6
C. Recognition of Amphi High School 1975 and 1979 State Champion Football Teams	7
D. Presentation of Distinguished Service Awards	9
E. Recognition of the Arizona Science Teachers Association Elementary Science Teacher of the Year	10
F. Recognition of Raytheon Leaders in Education Award Finalists	11
8. <u>INFORMATION²</u>	
A. Superintendent's Report	12
B. Status of Construction Projects	33
9. <u>PUBLIC COMMENT¹</u> (30 Minutes Maximum)	
10. <u>CONSENT AGENDA³</u>	
A. Approval of Appointment of Non-Administrative Personnel	45
B. Approval of Personnel Changes	48
C. Approval of Leave(s) of Absence	53
D. Approval of Separation(s) and Termination(s)	55
E. Approval of Stipend for Coaching Volunteers	58
F. Approval of Minutes of Previous Meeting(s)	61
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,097,320.79	66
H. Acceptance of Gifts	67
I. Approval of Parent Support Organization(s) - 2025-2026	69
J. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	71
K. Approval of Food Service Adult Meal Price Increase SY '25-'26	
L. Approval of Cum Laude Honors and Recognition System for Graduating Seniors	

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

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

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

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

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

M. Approval of Supplemental Texts and Materials	128
N. Approval of Out of State Travel	130
11. <u>STUDY</u> ⁴	
A. Presentation on District Data as it relates to the School A-F Letter Grades	132
12. <u>STUDY/ACTION</u>	
A. Study and Approval of Proposed Recommendations Developed through the Meet and Confer Process for: Revisions to Governing Board Policy 4-402.B (Employee Grievances-Support Staff Formal Grievance Procedure)	152
13. <u>ACTION</u>	
A. Resolution Declaring the Tuesday Before Thanksgiving as “Kindness Day”	179
14. <u>PUBLIC COMMENT</u> ¹ (30 Minutes Maximum)	
15. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u>	
16. <u>ADJOURNMENT</u>	

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

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

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

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

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

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



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

DATE OF MEETING: November 18, 2025

TITLE: Executive Session

- 1. Motion to Recess Open Meeting and Hold an Executive Session for:**
 - A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student # 30046831**

RECOMMENDATION:

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

INITIATED BY:

Date: November 5, 2025



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: **Recognition of Canyon del Oro 2025 Division II G Golf Team
State Runner Up**

BACKGROUND:

The AIA State Championship Golf Tournament was held on October 27th and 28th at the Aguila Golf Course in Phoenix. Canyon del Oro G Golf Team finished as State Runner-Up.

Division II G Golf State Runner Up:

SENIORS:

Kennah Wujcik
Madeline Decena

JUNIORS:

Chloe Fay
Camryn Gross

SOPHOMORE:

Liliana Robinson

Head Coach

Brent Watkins

RECOMMENDATION:

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

INITIATED BY:

Armando Soto

Armando Soto, Director of Interscholastic

Date: November 6, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Recognition of Canyon del Oro 2025 DII Swim State Runners-up and State Champions.

BACKGROUND:

The Canyon del Oro swim team finished the state swim meet with multiple individual state runner-up and state champions. The state meet was held at the Skyline Aquatics Center in Mesa, Az., on November 7th and 8th.

SENIOR:

Cooper Dale 100 Breaststroke Runner-up

JUNIOR:

Luke Weibel 200 IM Runner-up AND 500 Freestyle Runner-up

FRESHMAN:

Naomi Weibel 100 Butterfly State Champion

Naomi Weibel 100 IM Runner-up

Boys' 400 Freestyle Relay Team State Champions:

Jacob Callahan (Jr)

Aiden Custer (Fr)

Cooper Dale (Sr)

Luke Weibel (Jr)

Coaches:

Jen Inboden

Don Enright

JB Yewell

Ana Roper

Matt Brauer

RECOMMENDATION:

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

INITIATED BY:

Armando Soto, Director of Interscholastic

Date: November 13, 2025

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Recognition of the Amphitheater High School 1975 and 1979 State Champion Football Teams

BACKGROUND:

Amphitheater’s alumni is known for maintaining ties to the community they came up through. Many have gone on to work in our District, volunteer, donate, and send their own children through Amphitheater schools.

Each month it’s the Governing Board pleasure to recognize students, teachers, and staff who are deemed “The PRIDE of Amphi”. The unique opportunity presented itself to recognize student athletes from Amphitheater High School’s esteemed past. In December of 2025, the varsity football team who won the state championship in 1975 is holding a 50th anniversary celebration of their victory. Joining them are some members of the 1979 varsity football state champion team as well. The Amphitheater Governing Board would like to recognize these individuals not only for their achievements so many years ago, but as a celebration of the impact that robust programs, athletics, and extracurricular activities can play in the lives of young people in our schools.

1975 Amphitheater High School Varsity Football Team Members

Russ Ambrose	Steve Doolittle	Jim Krohn
Art Andrate	Mark Eaton	Bill Parks
Ricky Balli	Riki Ellison	Terrence Parrish
Mark Barker	Phil Felix	Allen Perlin
Randy Barkley	Tony Felix	Ed Roman
George Belcher	Blake Frerking	Tim Schutte
Bob Bradford	Paul Gabaldon	Tom Soza
Don Britt	Reyes Garcia	Dale Stott
Jim Brown	Chris George	Peter Vacarro
Mitchell Brown	Art Gutierrez	Jim Vance
Rick Calvarese	Herman Gutierrez	Andy Voss
Billy Canizalos	Kevin Heine	Ed Voss
Andy Carlton	Shea Heslep	Wesley Wapaha
Scotty Chan	Joey Jones	Bob Wares
Bill Damiani	Mark Jones	Ray Wilson
David Damiani	Dale Kriener	
Jeff Davis	Jerry Krohn	

1979 Amphitheater High School Varsity Football Team Members

Carlos Acuna	Ron Conway
Rick Aikens	Steve Culbertson
Brett Barker	Dave Demarse
Darin Bertolini	Mike Diaz
Barry Besold	David Dobias
Arlen Bethay	Robert Fiore
Bret Bogusky	John Fish
Jay Boyle	John Gallagher
Mark Campbell	Randy German
Joe Canizales	Craig Geyer
Quinn Chavez	Rance Guild
Chuck Colbert	Neal Hamilton

**Bill Hewlett
Kim Hewson
Gene Hood
Duane Huff
Mike Hunter
Joe Jiminez
Tim Jones
Norman Koenneker
Jeff Kramber
Bill Lamberton
John Leader
Robbie Lieurance
Jerry Lykins
Fred Maestas
Armando Martinez
Bernie Martinez**

**Morgan Maxwell
Lewis Meinhausen
Sam Molina
Sky Moore
David Osteen
Herman Pon
Phil Rogers
Angel Romero
Jesse Shelton
Kevin Smith
Andy Underwood
Joe Valenzuela
Kurt Werner
Joey Wilkins
Mark Wilson**

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: November 6, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

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

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

- Ana Vega, Administrative Assistant, Amphi Middle School
- Amy Martinez, Choir and Musical Theater Teacher, La Cima Middle School

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: November 6, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Recognition of the Arizona Science Teachers Association Elementary Science Teacher of the Year

BACKGROUND:

The Arizona Science Teachers Association (ASTA) is a non-profit organization committed to supporting science educators by providing resources, professional development, and networking opportunities. Each year, ASTA recognizes and honors educators who exemplify quality science teaching.

The 2025 Arizona Science Teachers Association Elementary Science Teacher of the Year is **Michaela Rodrigues**, third grade teacher at Innovation Academy.

Ms. Rodrigues was honored at the ASTA Conference on November 7, 2025 in Tempe, AZ.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: November 10, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Recognition of Raytheon Leaders in Education Finalists

BACKGROUND:

Each year Tucson Values Teachers honors exceptional Pre-K through 12th grade teachers with the Raytheon Leaders in Education Awards. Twelve teachers across Pima County were named finalists and four teachers were named winners of the award.

Two teachers from Innovation Academy were named finalists for the Raytheon Leaders in Education Awards. **Mandi Cordell** is a fourth grade teacher and **Ashlee Manley Watson** is a first grade teacher.

The winners and finalists were celebrated at the Stand Up 4 Teacher's Event on November 6, 2025 at the Leo Rich Theater.

RECOMMENDATION:

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

INITIATED BY:

Jen Anderson

Jen Anderson,
Executive Assistant to the Superintendent and Governing Board

Date: November 6, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Superintendent's Report

BACKGROUND:

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

RECOMMENDATION:

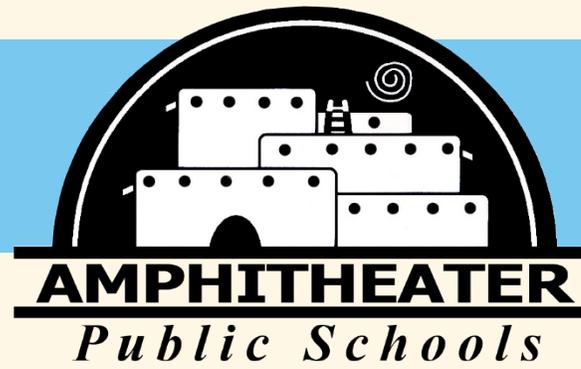
This item is presented for the Board's information.

INITIATED BY:

Date: November 6, 2025

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

Todd A. Jaeger, J.D., Superintendent



November 18, 2025

13

Superintendent's Report





Pumpkins!



First-graders from Painted Sky Elementary visited a pumpkin patch a couple weeks of before Halloween. The field trip gave the students a chance to explore fall traditions, practice observation skills, and enjoy some time outdoors.





Halloween Fun



Wetmore had a wonderful time celebrating Halloween with kindergarteners from Prince, Nash and Walker — and with students from the Rillito Center! Halloween was filled with costumes, smiles and plenty of festive fun.

Students Sharing with Students



Canyon del Oro High School's Student Government invited Harelson Elementary School's Student Council to attend last month's CDO's homecoming spirit assembly, giving the younger leaders a chance to experience the energy of a high school pep rally. The Bobcats and Dorados had a blast, and Harelson's council walked away with fresh ideas for their next spirit assembly.



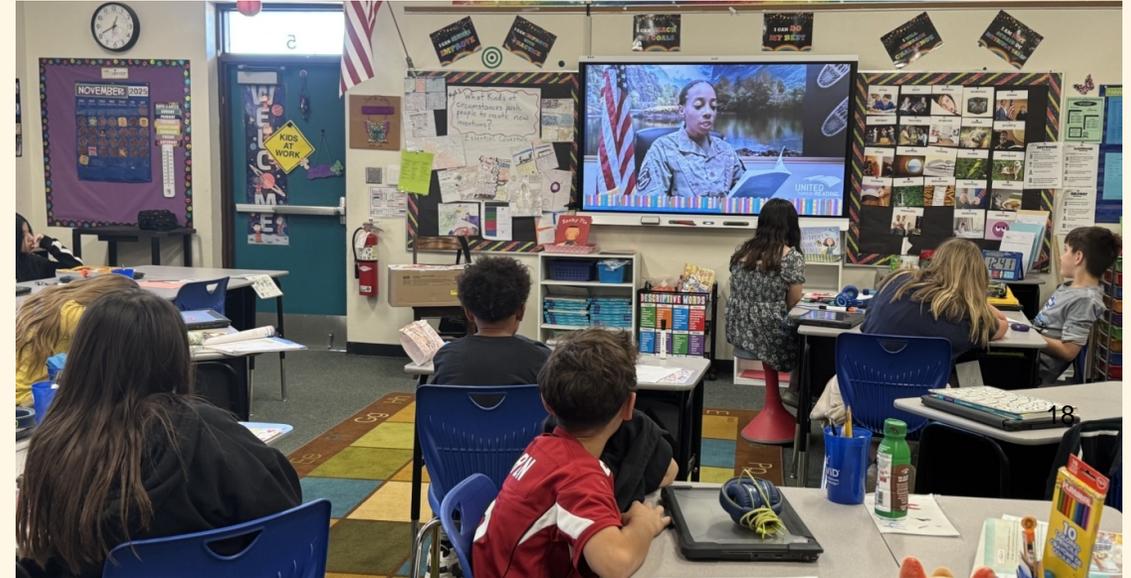
Olympic Champions!



Students from the Rillito Center hit the lanes recently for a Special Olympics bowling competition. The participants had a great time, and we love to see our students exploring activities and enjoying time together.



Honoring Those Who Served



Schools across the District honored Veterans Day with meaningful celebrations. Above, Wilson K–8’s annual Veterans Day assembly, which brings the community together to recognize and thank our veterans. Top right, Holaway Elementary participated in a special program where deployed service members joined classrooms online to read to students. Bottom right, at Ironwood Ridge High School, Culinary Arts students helped cater the school’s annual veterans assembly, showcasing their skills while serving those who have served our nation.





A Big Thank You



Realtor Lisa Bayless generously hosted a group of our outstanding middle and high school students at the Greater Oro Valley Chamber of Commerce State of the Town event, giving them a front-row look at local leadership and community collaboration.



This Is High School



Fifth-graders from Nash, Prince, Walker, Keeling, Rio Vista and Holaway visited Amphi High last week for "This is High School". The annual event allows students to explore the programs waiting for them in the years ahead.





This Is High School



Students from surrounding elementaries also got a chance to see what the future holds at This is High School at Ironwood Ridge last week. Thanks to our high school students for showing the fifth-graders the opportunities they will have as Nighthawks.



Update on Private School Vouchers

- Arizona's school voucher system (also known as "Empowerment Scholarship Accounts" recently hit some new records.
- The program offers parents state funding for private schooling (including "micro-private schools" which they establish in their homes, to be distinguished from traditional home schooling).
- According to the 24-25 4th Quarter Report from the Arizona Department of Education :
 - ADOE was issuing vouchers for 85,195 students across Arizona (but is now issuing 96,802, not even halfway through the current school year)
 - Total of vouchers (annualized basis) was \$881,662,142 (but now is over \$1 Billion -- an average of \$10,348 per private school student)
 - 11,100 items and services were purchased (funded) for voucher families



Update on Private School Vouchers

- Arizona's voucher program remains the least accountable and least transparent private school voucher program in the nation:
 - No safety oversight
 - No financial transparency
 - No academic accountability
- In fact, ADOE has instituted a policy which automatically approves any voucher purchases under \$2,000
- Investigative reporting (News 12, Phoenix) demonstrated vouchers are being used to purchase diamond rings and necklaces, luxury hotel stays, lingerie, hundreds of Apple iPhones, appliances, gift cards, and lots of big screen TVs.



Update on Private School Vouchers

- When open vouchers were approved on party lines by the Republican Legislature and Governor (HB 2852 in 2022), they promised us the first three years of the program would cost taxpayers a total of \$222 million.
- The ACTUAL total cost over those first three years was TEN TIMES that at **\$2.2 billion**.
- Perspective: Arizona's entire annual K-12 budget is only \$8.3 billion -- often the lowest in the U.S.
- Vouchers are therefore siphoning off a full 12% of state education funding for less than 100,000 students, while the remaining 88% (or \$7.3 billion) funds education for 1.3 million public school students (districts and charters).
- Public schools therefore receive an average of \$5,615 per student, while voucher students receive an average of \$10,348 from the state.



Update on Private School Vouchers

- In 2024, parents/guardians of 1,367 students from within the Amphitheater boundaries received vouchers, amounting to more than \$9.5 million that would have funded public education if the students were enrolled in a public (district or charter) school.
- Regardless of public or voucher student status, funding of education in Arizona remains shamefully and shockingly far below the national average of \$17,074 spent per student.
- **Arizona spends 67% less per child.**





A Foundation in Law, Not Ideology

A Ninth Circuit Mandate:

- In *A.C. v. Shelton* and *S.L. v. San Diego Unified School District*, the Ninth Circuit Court of Appeals held that denying a transgender student access to facilities consistent with their gender identity constitutes illegal discrimination.
- And, in a recent U.S. Supreme Court action, the High Court allowed a transgender student to continue using school facilities consistent with their identity pending their review of the case.
- Our duty is to operate within the limits and requirements of the law. State law specifically requires that we do so, and we all take a sworn oath to do so.



The Epidemic of Hypocrisy

- Hypocrisy infects so many of our national conversations.
- We see examples everyday of people violating the law or interfering with its enforcement or application – which others decry.
- Yet, those same others, when confronted by a law with which *they* disagree would also violate it or interfere with it -- or perhaps demand that others do so.
- That is not the rule of law. That is the rule of selective convenience and compliance.



Addressing Concerns as We Can





A Lesson from History

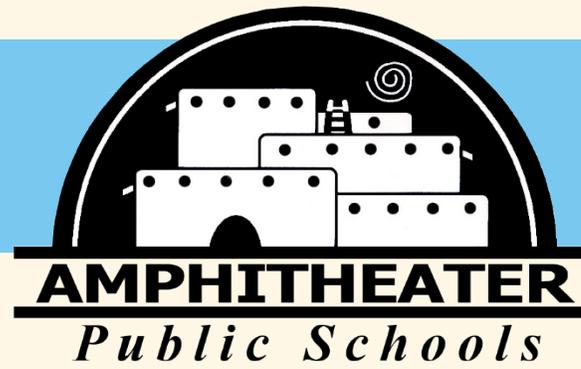




Consolidation Timeline

Amphitheater Consolidation Information Timeline





Thank you.





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

DATE OF MEETING: November 18, 2025

TITLE: Status of Construction Projects

BACKGROUND:

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

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 18, 2025

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

Todd A. Jaeger, J.D., Superintendent

Status of Construction Projects
11.18.25 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

PAC House Lighting Modernization Design – 90 %	\$39,964
Main Gym Elevator Cab and Door R & R – Nov. '25	\$15,800
Main Gym Wood Floor Damage Repair – Nov. '25	\$26,317

BRG Projects

Campus Roof Replacements	
PH I, East Campus – Construction	\$4,446,750
PH II, West Campus – Construction	\$3,250,796
- Phase Grant Funding Requested	
Fall '26 Funding Allocation?	
South Gym HVAC Conversion Construction	\$1,541,569
- January – June '26 Construction	
Main Gym Elevator Modernization – November '25	\$120,285
Main Gym Bleacher Replacement	\$470,344
- Phase Grant Funding Requested	
Auto Shop Classroom Evap. to HVAC Conversion	\$67,745
- Winter Break Project	
Auditorium & Fine Art Failing Transformer Replacement	\$57,028
- Phase Grand Funding Requested	

CDO:

Bond Projects

Auto Shop Classroom HVAC Structural Evaluation - Complete	\$2,330
T & M Building Central Plant Replacement Design - Complete	\$88,150
Auto Shop Classroom Door R & R – Complete	\$20,750
K Plant Boiler Replacement Design – PO Issued	\$41,590

BRG Projects

Campus Weatherization Design	
- PH I, W Campus – Phase Grant Funding Requested	\$46,040
- PH II, E Campus – Phase Grant Funding Requested	\$46,900
Fire Alarm Replacement- Construct Started	\$1,996,169
Fire Alarm Monitoring Cellular Conversion - Included in Fire Alarm Replacement Project	\$2,073
Domestic Water Main Line Replacement Assessment - Grant Request Submitted	\$7,105
Auto Shop Evap. Cooler Replacements – Complete	\$37,372
Drafting Classroom HVAC Replacement – Complete	\$33,906
Auto Shop Classroom Evap. to HVAC Conversion - Phase Grant Funding Requested	\$79,989

Central Plant T & M Equipment Replacement \$1,831,898
- Phase Grant Funding Requested

Central Plant T & M Switch Gear Replacement \$176,556
- Phase Grant Funding Requested

IRHS:

Bond Projects

Batter's Eye Installation – Complete \$43,884

Main Gym Bleacher Repairs – Complete \$57,644

Bleacher Roller Replacements – PO Issued \$48,476

Gym Basket Ball Hoop Repairs – 80 % Complete \$45,603

BRG Projects

300 Building Roof Repair – Assessment \$5,605
- Phase Grant Funding Requested

Central Plant Tower # 2 Replacement \$256,400
– November Project

AMS:

BRG Projects

Library Roof Replacement Design \$20,100
– Phase Grant Funding Requested

Fire Alarm System Replacement – 90 % Complete \$1,095,437

Fire Alarm Monitoring Cellular Conversion \$2,073
- Included in Fire Alarm Replacement Project

Cross:

BRG Projects

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

Harelson:

Bond Projects

Parking Lot Light Pole Replacements – Complete \$19,422

BRG Projects

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

Keeling:

BRG Projects

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

La Cima:

BRG Projects

Campus Weatherization – PO Issued \$219,750

Campus Roof Replacement Construction

- South Phase - Phase Grant Funding Requested \$601,138

o Fall '26 Funding Allocation?

- MPR Phase – PO Issued \$1,653,475

MPR Floor Cracking Assessment \$20,780

– Phase Grant Funding Requested

Mesa Verde

BRG Projects

Campus Weatherization Assessment \$9,695

- Phase Grant Funding Requested

Nash:

BRG Projects

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

Painted Sky:

BRG Projects

Boiler # 2 Replacement – PO Issued \$695,000
- Summer '26 Project

Campus Weatherization Assessment – Complete \$9,405
- Design Phase Grant Funding Requested

Campus Roof Replacement Assessment - Complete \$8,465
- Design Phase Grant Funding Requested

Multiple Classroom Carpet Replacement \$101,699
- Phase Grant Funding Requested

Prince:

BRG Projects

Campus Roof Replacement Design \$47,760
- Phase Grant Funding Requested

Campus Weatherization Design \$46,100
- Phase Grant Funding Requested

Rio Vista

BRG Projects

Roof Counter Flashing Repairs \$3,350
– Phase Grant Funding Requested

Rooftop Chiller Replacement – Complete \$149,309

Walker

BRG Projects

Roof Replacement Assessment	\$8,265
– Phase Grant Funding Requested	

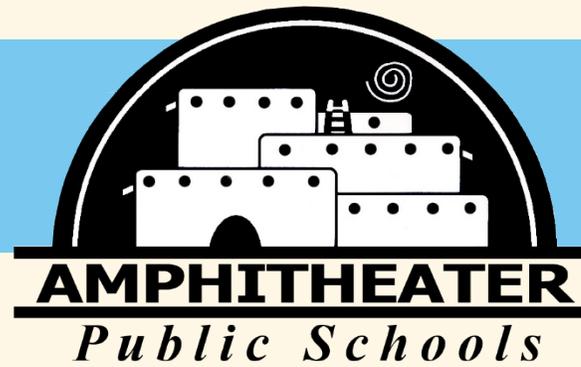
Wilson:

BRG Projects

MPR Buildings Roof Replacement – PO Issued	\$1,949,989
--	-------------

Campus Weatherization Design	\$47,760
- Phase Grant Funding Requested	

Sump Pump Lift Station Repairs	\$55,805
- Phase Grant Funding Requested	



November 18, 2025

40

Status of Construction Projects

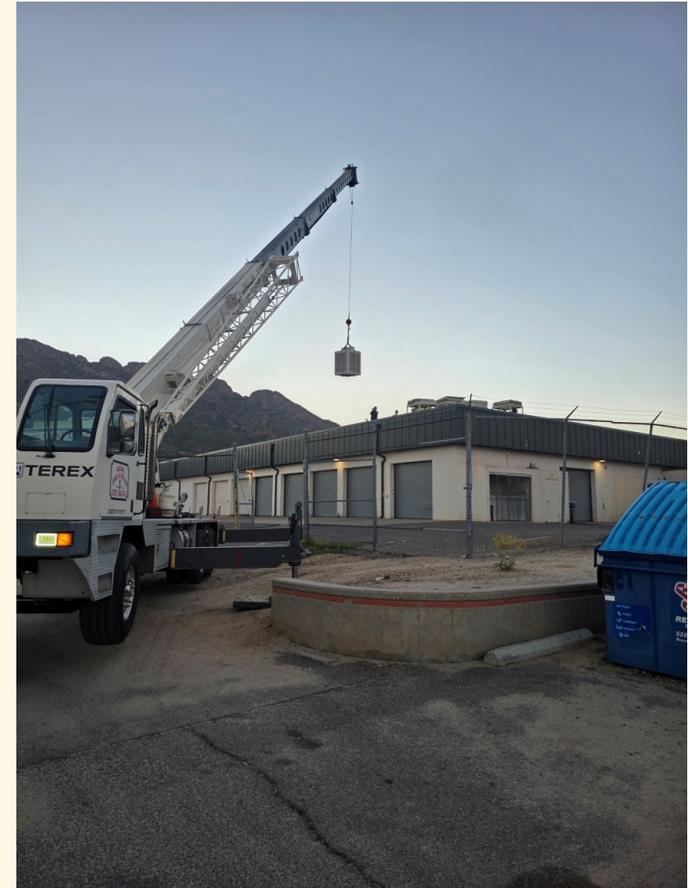
Highlights

BRG & Bond Funding





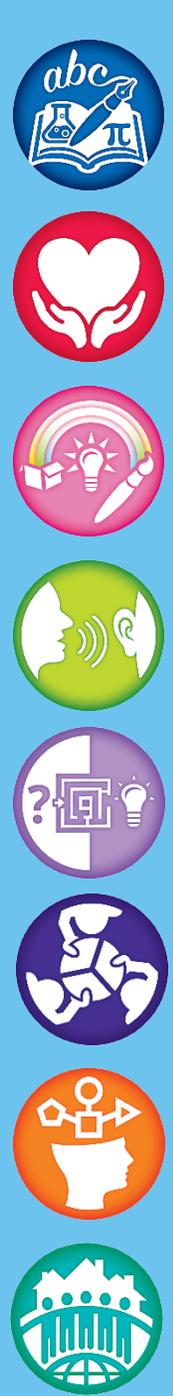
- Canyon del Oro High School Auto Shop Evaporative Cooler Replacements – BRG Funds





- Canyon del Oro High School Drafting Classroom HVAC Replacement – BRG Funds





- Rio Vista Elementary School Roof Top Chiller Replacement – BRG Funds





September & October 2025 SFD BRG Phase Grant Funding Awards

IRHS Roof Repair	\$ 49,770
AHS Auto Shop Classroom Evaporative Cooler to HVAC Conversion	\$ 67,745
CDO Auto Shop Evaporative Cooler Replacements	\$ 37,372
La Cima MPR Roof Replacement	\$1,685,095
La Cima Weatherization	\$ 237,265
Wilson MPR Roof Replacement	\$1,982,809
AMS Fire Alarm Amendment	\$ 8,855

Sept. & Oct. 2025 Funding \$4,068,911

44

SY '25 – '26 New Grant Funding \$6,797,660
(3.4% of \$200M Budget Allocation)

SY '25 – '26 Grant Project Funding Requests Pending Award \$ 12.0M



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: November 18, 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 November 17, 2025.

45

RECOMMENDATION:

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

INITIATED BY:


John Hastings, Director of Human Resources

Date: November 17, 2025


Todd A. Jaeger, J.D., Superintendent

11/18/2025

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE	ADD'L INFO	RECOMMENDED BY	COMMENT
Cortese	Scott	Teacher - Social Studies	CT	Wilson K-8 School			Rehire		
Anaya	Daniel	Bus Driver Trainee	CL	Transportation			Rescind		
Burgos	Emily	Special Education Teaching Assis	CL	Rillito Center	3	5+ years	Replacement	Mr. Wolf	
Cruz	Desirae	Speech/Language Pathology Assis	CL	Wetmore Center	8	0 years	Replacement	Mr. Wolf	
Espinoza	Maliyah	Special Education Teaching Assis	CL	Amphi High School	3	0 years	Replacement	Mr. Malis	
Everett	Sean	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Garcia	Sergio	Custodian II	CL	Amphi High School	5	3 years	Replacement	Mr. Malis	
Gonzalez	Alyssa	School Health Aide	CL	Nash Elementary	4	0 years	Replacement	Ms. Jarrett	
Johnson	Shelby	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Molina	Angel	Transportation Attendant	CL	Transportation			Rescind		
Monzon	Alejandra	Attendance Clerk	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Perez Dorame	Veronica	15 Passenger Bus Driver	CL	Transportation	9	0 years	Replacement	Ms. Frye-George	
Rhein	Kary	School Health Aide	CL	Innovation Academy			Rescind		
Rodriguez	Jonathan	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Rukstela	Brittani	Special Education Teaching Assis	CL	Coronado K-8 School	3	3 years	Replacement	Ms. Letts	
Sanderson	Levi	Computer Repair Technician	CL	Wetmore Center	12	3 years	Replacement	Mr. Little	
Schroeder	Christine	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Sousley	KC	Transportation Attendant	CL	Transportation	1	2 years	Replacement	Ms. Frye-George	
Speckman	Kelli	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	0 years	Replacement	Mr. Szczepaniak	
Ochoa	Taylor	Student Worker	ASW	Ironwood Ridge High			New		\$14.70 per hour
Sonnek	Andrew	ADDN - Certified Tutor	ADDM	Amphi High School			Addendum		\$30.00 per hour

*	2024-2025 School Year	HSP High School Principal	ADCT	Addendum Certified
Addendum	Former employee or new hire receiving extra-curricular position	MSP Middle School Principal	ADCL	Addendum Classified
New	New hire filling a newly created position	ESP Elementary School Principal	ADACS	Addendum Amphi Community Schools
Rehire	Former employee returning to a position in the district	HSA High School Assistant Principal	ADDM	Addendum Only
Replacement	New hire filling a vacated position	MSA Assistant Middle School Principal	CT-AD	Certified Administrative
Rescind	Declined position after appointment	ESA Elementary Assistant Principal	CT	Certified
		SAS Support Administrator	CL-AD	Classified Administrative
			CL	Classified
			PR	Professional
			ASW	Student Worker

11/18/2025

SUBSTITUTES

GOVERNING BOARD MEETING
APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Arey	Adam		CT		10/21/2025	
Canez	Jessica		CT		10/21/2025	
Carley	Riley		CT		10/21/2025	
Diaz Coronel	Alejandra		CT		10/22/2025	
Meenan	Steven		CT		10/21/2025	
Nascimento Teixeira	Pedro		CT		10/22/2025	
Parkhurst	Patricia		CT		11/03/2025	
Salcido	Edisa		CT		10/21/2025	
Steiner	Suzanne		CT		10/17/2025	
Wenzel	Martha		CT		10/17/2025	
Wilhelmsen	Jason		CT		10/28/2025	
Norris	Abriana		CL		10/28/2025	
Sherman	Stuart		CL		10/27/2025	
Zapata	Elizabeth		CL		10/21/2025	

AD Administrative
PR Professional
CT Certified
CL Classified



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

DATE OF MEETING: November 18, 2025

TITLE: Approval of Personnel Changes

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of November 17, 2025.

In addition, this item requests approval to provide eligible classified/support staff employees with 48 their annual payment of \$31.26 per year for each college credit (or other approved credit) earned, in accordance with Policy/Procedure 4-108.E: Staff Development – Support Staff Education.

A list of eligible support staff personnel is attached for your review and consideration.

RECOMMENDATION:

It is the recommendation of the Administration that the personnel changes be approved as presented along with the approval of the payment of \$31.26 per credit earned to eligible support staff personnel.

INITIATED BY:

John Hastings, Director of Human Resources

Date: November 17, 2025

Todd A. Jaeger, J.D., Superintendent

11/18/2025

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Cortese	Scott	Teacher - Social Studies	CT	Wilson K-8 School	Added Duty			\$7,540.24
Larkin	Jennifer	Teacher - Grade 1	CT	Painted Sky Elementary	Correction	CTT-BA	<\$9,460.66>	*Pay Level/Amount
Merendo	Erin	Teacher - Special Education ED-P	CT	Ironwood Ridge High	Decrease FTE			<0.60 FTE>
Merendo	Erin	Teacher - Early Childhood Education	CT	Ironwood Ridge High	Increase FTE			+0.60 FTE
Novinski	Garrett	Teacher - P. E.	CT	Wilson K-8 School	Added Duty			\$10,557.92
Cecena	Sandra	Clerk	CL-RET	Keeling Elementary	Increase FTE			+0.0625 FTE
Nixon	Beverly	Manager of Payroll	CL-PR	Wetmore Center	Salary Adjustment		+\$7,600.88	
Gomez	Elizabeth	Food Service Attendant	CL	Donaldson Elementary	Transfer		N/A	
Klump	Rachelle	Special Education Teaching Assistant	CL	Amphi Middle School	Promotion	3	+\$0.63	
Mathis	Krysta	Special Education Teaching Assistant	CL	Cross Middle School	Promotion	3	+0.63	
Trujillo	Sergio	Custodian III	CL	Amphi High School	Promotion	6	+\$0.76	
Vasquez	Tanya	Clerk	CL	Keeling Elementary	Decrease FTE			<0.2125 FTE>
Walden	Hunter	Computer Repair Technician	CL	Wetmore Center	Promotion	12	+\$4.11	
Arispe	Brooke	ADDN - Section 504	ADCT	Cross Middle School	Correction			Amount: \$3,100.00
Ayers	Nathan	Coach - 2nd Q. Extracurricular Activities C	ADCT	Amphi Middle School	Addendum			\$2,159.26
Bakken	Carrie	Coach - Tennis Head HS	ADCT	CDO High School	Addendum			\$2,807.03
Brungardt	Elizabeth	ADDN - Section 504	ADCT	Keeling Elementary	Correction			Amount: \$250.00
Burgin	Samantha	ADDN - Section 504	ADCT	Ironwood Ridge High	Correction			Amount: \$4,200.00
Caldwell	Theresa	ADDN - School Support Team	ADCT	Amphi High School	Addendum			\$20.00 per hour
Counts	Austin	Coach - Wrestling Assistant HS	ADCT	Ironwood Ridge High	Addendum			\$2,591.11
Kadous	Julissa	ADDN - Section 504	ADCT	Nash Elementary	Addendum			\$150.00
Kahn	Zachary	Coach - Soccer Assistant MS	ADCT	Cross Middle School	Addendum			\$1,511.48

*	2024-2025 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
Kechely	Leigh	ADDN - Essential Recruit Stipend	ADCT	Prince Elementary	Addendum		\$1,910.68	
Kechley	Leigh	ADDN - Essential Recruit Stipend	ADCT	Donaldson Elementary	Addendum		\$1,273.79	
Lewis	Loralee	ADDN - Section 504	ADCT	Copper Creek Elementary	Correction		Amount: \$400.00	
Marlatt	Lauren	ADDN - Technology Coach MS	ADCT	Coronado K-8 School	Addendum		\$1,673.42	
Mercillott	Christopher	ADDN - AVID Site Team Coordinator	ADCT	Amphi Middle School	Addendum		\$1,619.44	
Mooney	Becky	ADDN - Academic Assistant EL	ADCT	Keeling Elementary	Addendum		\$800.00	
Novinski	Garrett	Coach - Basketball Assistant MS	ADCT	Wilson K-8 School	Addendum		\$1,511.48	
Parham	John	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Parriott	Lisa	ADDN - Section 504	ADCT	CDO High School	Correction		Amount: \$2,300.00	
Rawn	Melissa	ADDN - Student Council EL	ADCT	Painted Sky Elementary	Addendum		\$512.82	
Richardson	Jonelle	ADDN - AVID Site Team Coordinator	ADCT	Wilson K-8 School	Addendum		\$1,619.44	
Rose	Stileda	ADDN - Extra Hours	ADCT	Amphi High School	Added Duty		\$38.74 per hour	
Sanchez	Tenaya	ADDN - Flex Addenda	ADCT	CDO High School	Correction		Amount: \$400.00	
Sawyer	Katherine	Coach - Soccer Assistant HS	ADCT	Ironwood Ridge High	Addendum		\$2,591.11	
Shiba	Robert	Coach - Soccer Head MS	ADCT	Cross Middle School	Addendum		\$1,835.37	
Smith	Kimberly	ADDN - Essential Recruit Stipend	ADCT	Holaway Elementary	Addendum		\$2,000.00	
Smith	Michael	ADDN - Weight Training Coach	ADCT	Ironwood Ridge High	Addendum		\$2,807.03	
Smith	Shawn	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Steiner	Jake	Coach - Soccer Assistant HS	ADCT	CDO High School	Addendum		\$2,591.11	
Stewart	Roy	Coach - Volleyball Head HS	ADCT	Ironwood Ridge High	Addendum		\$3,238.88	
Sutton	Kyle	ADDN - Section 504	ADCT	CDO High School	Correction		Amount: \$2,300.00	
Thornburg	Ryan	ADDN - School Support Team	ADCT	Amphi High School	Addendum		\$20.00 per hour	
Wood	Brooke	ADDN - Student Council EL	ADCT	Painted Sky Elementary	Addendum		\$512.82	
Aguirre	Alejandrina	ADDN - ECHO Afterschool Aide/Caregive	ADCL	Prince Elementary	Addendum		\$15.30 per hour	

*	2024-2025 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
Olivares Velarde	Sara	ADDN - Instructional Aide	ADCL	Prince Elementary	Addendum			\$15.30 per hour
Richardson	Stanley	ADDN - Weight Training Coach	ADCL	Amphi High School	Addendum			\$2,807.03

*	2024-2025 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

ADCT	Addendum Certified
ADCL	Addendum Classified
ADACS	Addendum Amphi Community Schools
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional
EL	Elementary
MS	Middle School
HS	High School

Support Staff Professional Development Credits FY26

Name	Description	DAC	Total
Allen, Barbara Jean	Secretary II	WT - Facilities Support Svcs - 527	\$1,125.36
Belisle, Jeanne Gail	Campus Monitor	Wilson K-8 - 168	\$15.63
Belisle, Jeanne Gail	Crossing Guard	Wilson K-8 - 168	\$15.63
Belisle, Steven J	Mail/Courier Service Provider	WT - Graphics & Printing - 558	\$31.26
Benavidez, Anthony James	Special Education Teaching Assistant	Rillito Center - 125	\$781.50
Cuestas, Daniel V	Computer Network Systems Coordinator II	WT - Technology - 550	\$687.72
Cuestas, Stephanie	Human Resource Specialist	WT - Human Resources - 530	\$375.12
Fernandez, Mercy C	Classroom Aide/Caregiver	Prince Elementary - 111	\$15.63
Fernandez, Mercy C	Clerk	Prince Elementary - 111	\$11.72
Fernandez, Mercy C	Clerk	Prince Elementary - 111	\$35.17
Fiske, Hui Xian	Special Education Teaching Assistant	Rillito Center - 125	\$1,875.60
Fogltance, Debra L	Special Education Teaching Assistant	Cross Middle - 167	\$1,875.60
Frederick, Jennifer Lorraine	Administrative Assistant I	WT - Student Services - 540	\$31.26
Gerson, Lorelei Ann	Special Education Teaching Assistant	Cross Middle - 167	\$218.82
Hagin, Lea Meredith	School Health Assistant	Coronado K-8 - 115	\$156.61
Harasimowicz, Nicole Dawn	Human Resource Specialist	WT - Human Resources - 530	\$1,875.60
Harding, Vanessa Louise	Bookstore Manager	Amphitheater High - 281	\$1,688.04
Henkel, Ramona Elisa Pesina	Clerk	Canyon del Oro High - 282	\$31.26
Hernandez, Paula Marie	Certification & Training Specialist	WT - Human Resources - 530	\$1,875.60
Hughes Borquez, Amber Eileen	Special Education Teaching Assistant	Amphitheater High - 281	\$1,500.48
Lee, Linda Elena	Library Assistant	Walker Elementary - 112	\$1,583.32
Lopez, Sahara	Classroom Aide/Caregiver	Ironwood Ridge High - 280	\$656.46
Lucas, Daniel J	Graphics & Printing Assistant	WT - Graphics & Printing - 558	\$1,875.60
Luna, Jennifer Jaylean	Budget Technician	WT - Finance - 520	\$125.04
Marquez, Patricia	Supervisor of Food Service	WT - Food Service - 526	\$937.80
Marquez, Patricia	Supervisor of Food Service	WT - Food Service - 526	\$937.80
Mathis, Krysta Lee	Classroom Aide/Caregiver	Cross Middle - 167	\$812.76
Mautalen, Kurtis Gryffin	Refrigeration Mechanic II	WT - Facilities Support Svcs - 527	\$118.16
Meneses, Annmarie Varela	Transportation Attendant	WT - Transportation - 528	\$17.51
Pate, Laurel Lynn	Student Services Coordinator Assistant I	WT - Student Services - 540	\$1,594.26
Peplinski, Therese M	Student Services Coordinator Assistant II	WT - Student Services - 540	\$31.26
Plimpton, John P	Special Education Teaching Assistant	Rillito Center - 125	\$1,875.60
Puente, Anna Marie	Bilingual Clerk	WT - Fed/State - Lang Aq Grants - 509	\$937.80
Rivera De Cortes, Maria Consuelo	Student Services Coordinator Assistant I	WT - Student Services - 540	\$343.86
Siqueiros, Angelica	Parent Educator	WT - Fed/State - Lang Aq Grants - 509	\$112.54
Siqueiros, Angelica	Parent Educator	WT - Fed/State - Lang Aq Grants - 509	\$168.80
Tapia, Diana Patricia	School Administrative Assistant	La Cima Middle - 165	\$531.42
Thomas, Alexandre	Computer Repair Technician	Ironwood Ridge High - 280	\$1,594.26
Valenzuela, Margarita Caldera	Food Service Attendant - Lead	WT - Food Service - 526	\$218.82
Vazquez Sanchez, Elva A	Administrative Assistant I	WT - Fed/State - Lang Aq Grants - 509	\$906.54
Verdugo, Beatriz	Student/Family Advocate	Holaway Elementary - 108	\$109.41
Verdugo, Beatriz	Student/Family Advocate	Keeling Elementary - 109	\$109.41
Wacker, Robert D	Lead Electrician	WT - Facilities Support Svcs - 527	\$62.52
Wynne, Patrick	Refrigeration Mechanic III	WT - Facilities Support Svcs - 527	\$687.72



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

DATE OF MEETING: **November 18, 2025**

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

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of November 10, 2025.

53

RECOMMENDATION:

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

INITIATED BY:

A blue ink signature of John Hastings, written in a cursive style.

John Hastings, Director of Human Resources

Date: November 10, 2025

A blue ink signature of Todd A. Jaeger, written in a cursive style.

Todd A. Jaeger, J.D., Superintendent

11/18/2025

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Alvarez	Kristen	School Improvement Specialist	CT	Nash Elementary	10/17/2025	End
Craig	Morgan	Teacher - Grade 4	CT	Coronado K-8 School	10/27/2025	Start
Herron	Candace	Special Education Facilitator	CT	Wilson K-8 School	01/12/2026	Extension
Okonya	Elizabeth	Teacher - Rillito Classroom	CT	Rillito Center	11/25/2025	Start
Chavez Gonzalez	Dora	Classroom Aide/Caregiver	CL	Nash Elementary	10/17/2025	Extension
Fisher	Angela	Bus Driver	CL	Transportation	10/23/2025	Start
Jansen	Sara	Special Education Teaching Assist	CL	Ironwood Ridge High	11/12/2025	Start
Kirfman	Jessica	Classroom Aide/Caregiver	CL	Walker Elementary	10/13/2025	Start
Lizarraga	Dorys	Bus Driver	CL	Transportation	12/01/2025	Start
Moreno	Mariano	Custodian II	CL	Harelson Elementary	11/03/2025	End
Moreno	Mariano	Custodian II	CL	Harelson Elementary	11/03/2025	Extension
Moreno	Mariano	Custodian II	CL	Harelson Elementary	10/07/2025	Start
Navarro	Jose	Groundskeeper I	CL	Facilities Support	11/03/2025	Start
Plata	Anna	Cook	CL	Keeling Elementary	10/30/2025	Start
Powell	Rycharde	Transportation Attendant	CL	Transportation	10/27/2025	Start

- * 2024-2025 School Year
- CT-AD Certified Administrative
- CT Certified
- CL-AD Classified Administrative
- CL Classified
- PR Professional



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

DATE OF MEETING: November 18, 2025

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of November 17, 2025.

55

RECOMMENDATION:

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

INITIATED BY:

John Hastings, Director of Human Resources

Date: November 17, 2025

Todd A. Jaeger, J.D., Superintendent

11/18/2025

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Lee	Auvie	Teacher - REACH	CT	Cross Middle School	05/21/2026	Resignation	
Tokars	Judith	Teacher - Grade 2	CT	Donaldson Elementary	11/25/2025	Resignation	
Himes	Jeanmarie	Preschool Instructional Spec	CL-RET	Copper Creek Elementary	10/29/2025	Resignation	
Bengis	Phillis	Preschool Aide/Caregiver	CL	Innovation Academy	12/19/2025	Retirement	
Campbell	Tammy	Bus Driver	CL	Transportation	01/02/2026	Retirement	Returning ESI
Chavez	Dora	Classroom Aide/Caregiver	CL	Nash Elementary	10/17/2025	Deceased	
Chavez Arce	Rosa	Cook	CL	Ironwood Ridge High	11/03/2025	Resignation	
Davis	Jhoanna	Food Service Attendant - Le	CL	Keeling Elementary	11/03/2025	Resignation	
Fiene	Dennis	Custodian I	CL	Amphi High School	10/16/2025	Resignation	
Gil Samaniego	Carlos	Groundskeeper II	CL	Facilities Support	10/31/2025	Resignation	
Grante	Renee	Special Education Teaching	CL	Harelson Elementary	10/31/2025	Resignation	
Martinez	Susanna	Food Service Attendant - Le	CL	CDO High School	11/30/2025	Retirement	
Mathis	Cera	Classroom Aide/Caregiver	CL	Harelson Elementary	10/31/2025	Resignation	
McCool	Michael	Bus Driver	CL	Transportation	10/27/2025	Resignation	
Morrison	Georgia	Classroom Aide/Caregiver	CL	Walker Elementary	10/31/2025	Resignation	
Ontiveros	Daniel	Groundskeeper I	CL	Facilities Support	11/14/2025	Resignation	
Ortiz	Lisa	Preschool Aide/Caregiver	CL	Copper Creek Elementary	11/14/2025	Resignation	
Roiser	Kayleena	School Health Aide	CL	Innovation Academy	05/21/2026	Resignation	
Rozenberg	Lea	Campus Monitor	CL	Innovation Academy	12/19/2025	Retirement	
Steely	Kimberly	Clerk	CL	Innovation Academy	05/21/2026	Retirement	
Steely	Kimberly	Educational Assistant to the	CL	Innovation Academy	05/21/2026	Retirement	
Ving	Dolores	Shipping/Receiving Clerk	CL	Warehouse	10/20/2025	Resignation	
Welch	Adam	Secretary I	CL	Amphi High School	11/07/2025	Resignation	

*	2024-2025 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
-----------	------------	-------	-------	----------	----------------	--------	---------

* 2024-2025 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



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

DATE OF MEETING: November 18, 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 November 17, 2025.

58

RECOMMENDATION:

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

INITIATED BY:

John Hastings, Director of Human Resources

Date: November 17, 2025

Todd A. Jaeger, J.D., Superintendent

11/18/2025

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Alexander	Casey	Coach - Soccer Assistant MS	Cross Middle School	Stipend	\$1,511.48
Banks	Domineik	Coach - Baseball Head HS	Amphi High School	Stipend	\$3,238.88
Baylor	Jedidiah	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Bellomo	Donato	Coach - Soccer Head HS	Amphi High School	Stipend	\$3,238.88
Calvin	Leann	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,591.11
Crosby	Donald	Coach - Wrestling Assistant HS	Amphi High School	Stipend	\$2,591.11
De Simone	Gemma	Coach - Soccer Assistant HS	CDO High School	Stipend	\$2,591.11
Diaz	Julio	Coach - Soccer Head HS	Amphi High School	Stipend	\$3,238.88
Duarte	Raymond Anthony	Coach - Soccer Head HS	CDO High School	Stipend	\$3,238.88
Elias	Richard	Coach - Basketball Assistant HS	CDO High School	Stipend	\$2,591.11
Farnell	Peter	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Gantt	Myles	Coach - Basketball Assistant MS	Wilson K-8 School	Stipend	\$1,511.48
Garcia	Jose	Coach - Basketball Assistant HS	Amphi High School	Stipend	\$2,591.11
Godoy	Albino	Coach - Basketball Assistant MS	Amphi Middle School	Stipend	\$1,511.48
Hernandez	Julius	Coach - Basketball Head MS	Amphi Middle School	Stipend	\$1,835.37
Hightower	Jeffrey	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Hollimon	Joseph	Coach - Soccer Assistant HS	Ironwood Ridge High	Rescind	\$2,591.11
Jones	Patrick	Coach - Basketball Assistant MS	Coronado K-8 School	Stipend	\$1,511.48
Kantner	Daniel	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Lopez	Luis	Coach - Basketball Head MS	Cross Middle School	Stipend	\$1,835.37

* 2024-2025 School Year

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Matthews	Jonathan	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Molina Velazquez	Andres	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Osborn	Gabriel	Coach - Soccer Assistant MS	Cross Middle School	Stipend	\$1,511.48
Palmer	Marcus	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Pike	Vincent	Coach - Golf HS	CDO High School	Stipend	\$2,807.03
Sherman	Stuart	Coach - Volleyball Head HS	CDO High School	Stipend	\$3,238.88
Silva	Hector	ADDN - Assistant Athletic Trainer	Amphi High School	Stipend	\$1,997.31
Spencer	Sean	Coach - Softball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Welch	Devin	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11

* 2024-2025 School Year



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

DATE OF MEETING: November 18, 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:

October 28, 2025

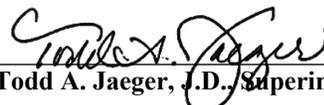
RECOMMENDATION:

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

INITIATED BY:


Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: November 6, 2025


Todd A. Jaeger, J.D., Superintendent

**Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, October 28, 2025**

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, October 28, 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
Dr. Michael Gemma, 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. Richard La Nasa, Executive Director of Operational Support
Mr. John Hastings, Director of Human Resources
Ms. Elizabeth Jacome, Director of Curriculum & 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

President Zibrat called the meeting to order at 5:30pm.

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 # 30062448

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 Dr. Gemma. Opposed-0.

President Zibrat proclaimed that they were in Executive Session at 5:30pm.

3. RECONVENE PUBLIC MEETING

The public meeting reconvened at 5:57pm.

4. PLEDGE OF ALLEGIANCE

Dr. Gemma led the Pledge of Allegiance.

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

President Zibrat announced the next Regular Governing Board Meeting will be held on Tuesday, November 18, 2025 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center.

6. PUBLIC COMMENT

Mario Gastellum is the parent of a homeschooled student who has participated on the Ironwood Ridge wrestling team for years. He states that his child was removed from the program because of the use of an

Empowerment Scholarship. Mr. Gastelum believes that the District should charge a reasonable fee for these students to participate in District athletic programs rather than shutting the door completely. He spoke about Senate Bill 1693 which seeks to guarantee fair access to extracurricular activities for all students. He went on to speak about his child’s commitment to the athletic program and the merits of students having access to them. Mr. Gastelum asked the decision be reconsidered based on principles of fairness, consistency, and community well-being.

Daniel Rodriguez is the father of two homeschooled students who have participated on the Ironwood Ridge High School Girls Wrestling team for the last three years. He expressed his concern about the removal of his students from the team and spoke about their family’s commitment to the team over the years. Mr. Rodriguez stated that other districts have found ways to work with homeschool and ESA recipients through agreements or additional fees. He asked that the District explore a remedy that maintains fairness, and supports students and the growth of its athletic programs.

7. CONSENT AGENDA

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

6. [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.– N. be approved as presented. President Zibrat seconded the motion. Voice vote in favor – 4. President Zibrat, Vice President Day, Ms. Cox Golder, and Dr. Gemma. Opposed – 0. Consent Agenda Items 7. A.–N. passed.

A. Approval of Appointment of Non-Administrative Personnel

The Governing Board approved that Appointment of Non-Administrative Personnel as submitted in Exhibit 1.

B. Approval of Personnel Changes

The Governing Board approved Personnel Changes as submitted in Exhibit 2.

C. Approval of Leave(s) of Absence

The Governing Board approved Leave(s) of Absence as submitted in Exhibit 3.

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

The Governing Board approved Separation(s) and Termination(s) as submitted in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

The Governing Board approved the Stipend for Coaching Volunteers as submitted in Exhibit 5.

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved minutes from the October 14, 2025 Governing Board meeting as submitted in Exhibit 6.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,265,045.93

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
1098	\$37,062.06	1099	\$31,707.41	1100	\$2,443.60
1101	\$219,900.19	1102	\$256,779.63	1103	\$19,104.10
1105	\$42,408.80	1106	\$242,183.60	1107	\$4,830.94
1108	\$7,129.98	1109	\$12,514.22	1110	\$252,195.34
1111	\$84,072.04	1112	\$52,714.02		

H. Acceptance of Gifts

The Governing Board approved the Acceptance of Gifts as submitted in Exhibit 8.

I. Approval of Parent Support Organization(s) - 2025-2026

The Governing Board approved CDO Cross Country Booster, CDO Softball Booster, CDO Project Graduation, CDO Auto Boosters, and CDO Boys Basketball Boosters as submitted in Exhibit 9.

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

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

K. Approval of School Facilities Division FY 2025 Preventive Maintenance Program Report

The Governing Board approved School Facilities Division FY 2025 Preventive Maintenance Program Report as submitted in Exhibit 10.

L. Approval of ADE Seal of Biliteracy Testing Fee for American Sign Language

The Governing Board approved ADE Seal of Biliteracy Testing Fee for American Sign Language as submitted in Exhibit 11.

M. Approval of Supplemental Texts and Materials

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

N. Approval of Out of State Travel

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

8. STUDY

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

For the Annual Report on District Programs Financed through Budget Overrides PowerPoint see Exhibit 14.

Superintendent Jaeger explained that when a district has a Maintenance and Operations (M & O) override in place, they are required to deliver a yearly report on how those funds were spent in the preceding year. He expressed his gratitude to the community for supporting the overrides in Amphitheater which were combined in last year's ballot measure to one override. He asked Mr. Munger and Ms. Call to share their report.

Mr. Munger explained that override opportunities permit school districts to seek voter approval for overrides in the state budget formulas that allow additional support for programs that directly benefit students. He noted that the amount of the budget increase is limited to the percentage amount and length of time authorized by the voters. Mr. Munger stated that except for bonds, state formulas generally tie spending to the number of enrolled students and that annual amounts provided by a budget override are a percentage of the Maintenance and Operations budget.

Ms. Call stated that prior to 2025, Amphitheater had two budget overrides in place; a 10% general M & O budget override and a 3.5% K-3 special programs budget override. She said that the first M & O override was approved in 2005 and was approximately \$8.1 million. It fluctuates depending on the amount of funding the state provides each year and on student enrollment. Ms. Call noted that last year the override provided nearly \$9 million in additional funding to Amphitheater.

Mr. Munger shared a graph demonstrating the increase in funds over the last three years which is due to increased enrollment. He went on to say that each of the District's schools receive funding through the 10% M & O override and shared how elementary, middle, and high schools each utilize funds to support their various programs.

Ms. Call explained other important benefits of the overrides including an additional 3.8% on salary bases which allows employee salaries to be competitive and additional money for Technology and Facilities positions. She stated through the 3.5% K-3 Special Programs Override, all day kindergarten is free for all students and the reduction of class sizes through third grade.

Mr. Munger stated that the current overrides were approved in 2019 and remain in place fully for five years with a reduction of funds in years six and seven. He explained knowing that the overrides would soon lapse, the District combined its overrides into one ballot initiative in November of 2024 which was approved by voters. The new initiative will infuse approximately \$11.4 million into Amphitheater’s programs ensuring students continue to benefit. Mr. Munger expressed his gratitude to the community leaders who led these initiatives and to the public for approving them. He offered to answer any questions. There were none.

9. PUBLIC COMMENT

There was no public comment.

10. ACTION

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

For the Resolution Declaring the Third Friday in November as “School District Substitute Employee Day” see Exhibit 15.

Superintendent Jaeger explained that the district sets aside several days each year to recognize certain classifications of employees. The recognition of substitute employees was originally initiated by the National Education Association. He went on to express the District’s gratitude for substitute employees who keep things running during absences and what a valueable part they are of the District’s culture. He recommended the approval of the proposed resolution.

Ms. Cox Golder moved to approved the Resolution Declaring the Third Friday in November as “School District Substitute Employee Day” Dr. Gemma seconded. Voice vote in favor-4. President Zibrat, Vice President Day, Ms. Cox Golder, and Dr. Gemma. Opposed-0.

Vice President Day read the Resolution.

11. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were none.

12. ADJOURNMENT

President Zibrat adjourned the meeting at 6:21pm.

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

November 4, 2025

Date

Susan Zibrat, Governing Board President

November 18, 2025

Date



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

DATE OF MEETING: **November 18, 2025**

TITLE: **Approval of Vouchers Totaling and Not Exceeding \$2,097,320.79(Final Total)**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: November 17, 2025

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Acceptance of Gifts

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: November 3, 2025

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations	Donor	Site
Ck in the amount \$600.00	CATERPILLAR FOUNDATION MATCHING PROGRAM	WILSON K-8
Ck in the amount \$1,800.00	MARIAN P GALLIN HIGH SCHOOL	AMPHITHEATER HIGH SCHOOL
Cash in the amount \$1,350.00	CHRISTINA CRAWFORD FOR CLASS OF 1985	AMPHITHEATER HIGH SCHOOL
Ck in the amount \$1,000.00	CHARITIES AID FOUNDATION AMERICA	CANYON DEL ORO HIGH SCHOOL
Ck in the amount \$200.00	MORGAN STANLEY	HOLAWAY ELEMENTARY
Ck in the amount \$11,640.03	PAINTED SKY PTO	PAINTED SKY ELEMENTARY
Ck in the amount \$10,541.02	PAINTED SKY PTO	PAINTED SKY ELEMENTARY
Ck in the amount \$6,390.97	PAINTED SKY PTO	PAINTED SKY ELEMENTARY
Ck in the amount \$1,350.00	JM1 VENTURES	NASH ELEMENTARY
Ck in the amount \$82.24	KROGER	NASH ELEMENTARY
Ck in the amount \$26.00	FRONTSTREAM	WALKER ELEMENTARY
Ck in the amount \$434.00	FRONTSTREAM	MESA VERDE ELEMENTARY
Ck in the amount \$7.30	FRONTSTREAM	CANYON DEL ORO HIGH SCHOOL
Ck in the amount \$77.00	FRONTSTREAM	HARELSON ELEMENTARY
Ck in the amount \$29,100.00	AMPHITHEATER FOUNDATION	OTHER



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

DATE OF MEETING: **November 18, 2025**

TITLE: **Approval of Parent Support Organization(s) – 2025-2026**

BACKGROUND:

Approval of the following Parent Support Organization(s) pursuant to District Procedure 4-102.A:

Canyon del Oro Theatre Booster

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve these changes to the list of approved parent support organizations.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: November 6, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2025 - 2026

Name of Organization Canyon del Oro Theatre Booster School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 39-4496260

OFFICERS:

Name: Kim Evans

Name: Carena Caprile

Office Held: President

Office Held: Treasurer

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/08/25

Date taking office: 09/08/25

Name: Shannon Sareen

Name: Jennifer Mewes

Office Held: Vice President

Office Held: Secretary

Address: _____

Address: _____

Phone(s): _____

Phone(s): _____

Date taking office: 09/08/25

Date taking office: 09/08/25

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



Formal Non-Profit

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



Informal Non-Profit

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

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

Member meetings held how often? 1 MONTH Executive meetings held how often? 1 MONTH

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

<u>[Signature]</u> Signature	<u>9/8/25</u> Date	<u>[Signature]</u> Signature	<u>9/29/25</u> Date
<u>[Signature]</u> Signature	<u>9/23/25</u> Date	<u>[Signature]</u> Signature	<u>9/23/25</u> Date
Site Administrator's Approval: <u>[Signature]</u> Signature		<u>10/31/25</u> Date	

For district use:

Finance Department recommendation: approved

Governing Board Agenda date: 11/18/2025



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

DATE OF MEETING: **November 18, 2025**

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

BACKGROUND:

The District submitted Building Renewal Grant (BRG) Applications to the Arizona Department of Administration School Facilities Division (SFD) to correct Minimum Adequacy Guideline deficiencies at District locations.

The SFD approved the following BRG Application(s) with Phase Grant funding to be awarded for each BRG:

- BRG-007794 – HOL – Campus Wide Roof Replacement – SF108251
- BRG-007795 – AMS – Campus Wide Roof Replacement – SF166253
- BRG-007609 – CDO – Fine Arts Buildings Boiler Replacement – SF282254
- BRG-007799 – KEL – Campus Wide HVAC Replacement – SF109251
- BRG-007824 – CCK – Administration and Academic Buildings Roof Replacements – SF118251
- BRG-007830 – AHS – Central Plant # 1 Boiler Replacement – SF281255

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

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFD Building Renewal Grants and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 17, 2025

Todd A. Jaeger, J.D., Superintendent

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)

SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

Modified: November 4, 2009, June 23, 2010, July 11, 2012, October 9, 2013, April 6, 2016, December 8, 2016, October 4, 2017, July 11, 2018, January 8, 2020, May 6, 2020, May 4, 2022, April 5, 2023, November 6, 2024

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

School District:

School:

BRG Project Number

Project Title:

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:

Governing Board President (signature)

Date

Name (printed/typed)

School District

Superintendent (signature)

Date

Name (printed/typed)

CFO/Business Manager (signature)

Date

Name (printed/typed)



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

DATE OF MEETING: **November 18, 2025**

TITLE: **Approval of Food Service Adult Meal Price Increase SY '25-'26**

BACKGROUND:

School Food Authorities (SFAs) who operate under the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and decide to provide adult meals are required to set their own meal prices based upon NSLP and SBP reimbursement and value of donated foods, using the Adult Meal Pricing Tool. Periodically SFAs are to evaluate adult meal pricing.

Based upon the Adult Meal Pricing Tool, the recommendation is to increase the District's adult meal prices by \$0.50 per meal for the SY '25 – '26, effective January 1, 2026. For reference, the new adult meals prices are as follows:

	<u>Breakfast</u>	<u>Lunch</u>
Adult Meal	\$3.25	\$5.25

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board approve the adult meal pricing increase for the SY '25 -'25, effective January 1, 2026.

INITIATED BY:

Richard C. La Nasa, Executive Manager, Operational Support

Date: November 10, 2025

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: *Approval of Cum Laude Honors and Recognition System for Graduating Seniors*

BACKGROUND:

On June 10, 2025, the Governing Board was provided information related to alternative recognition systems for graduating seniors. The presentation included a recommendation to transition from the traditional Valedictorian and Salutatorian honors system, which recognizes the academic accomplishments of only two (2) students from a graduating cohort comprised of several hundred, to a *Cum Laude* system, which includes the *cum laude*, *magna cum laude*, and *summa cum laude* honors, resulting in the recognition of the academic accomplishments of a broader number of students.

As noted in the June 10, 2025 presentation, the transition to the *Cum Laude* system would not replace any traditional honors and recognitions systems each high school has created. The *Cum Laude* honors system would compliment the diverse recognition opportunities each site has established while ensuring a common, equitable honors systems for graduating seniors.

At the June 10, 2025, meeting, the Governing Board approved the elimination of the Valedictorian and Salutatorian roles, beginning with the Class of 2028, current Sophomores, but wished to further study the transition to the *Cum Laude* system.

RECOMMENDATION:

This Board item is presented to the Board with a recommendation to approve the *Cum Laude* honors system.

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: November 14, 2025

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **November 18, 2025**

TITLE: **Approval of Supplemental Texts and Materials**

BACKGROUND:

Attached is a list of new supplemental texts and materials.

RECOMMENDATION:

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

INITIATED BY:

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

Matthew Munger
Associate Superintendent for Secondary Education

Date: November 4, 2025

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

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: November 18, 2025

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Lindsay Linde and Danielle Swartz request permission to attend International Technology and Engineering Educators Association (ITEEA) Conference on March 25-27, 2026 in Virginia Beach, Virginia. Approximate cost of travel is \$4,058.70 and will be paid using Title II funds. Three school days will be missed, and substitutes are required.

BUDGET CODE KEY		
140.26.100.2210.6360.510.0000	Title II	Improvement of Instruction, Employee Training, Office of Learning & Instruction
140.26.100.2210.6582.510.0000	Title II	Improvement of Instruction, Employee Travel, Office of Learning & Instruction

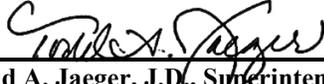
RECOMMENDATION:

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

INITIATED BY:


Matthew Munger
Associate Superintendent for Secondary Education

Date: November 17, 2025


Todd A. Jaeger, J.D., Superintendent

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

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

EMPLOYEE(S): Lindsay Linde
Danielle Swartz

SCHOOL: Innovation Academy and Keeling
Department (opt.): Office of Learning & Instruction
DATE(S): March 25-27, 2026

ACTIVITY/EVENT: International Technology and Engineering Educators Association (ITEEA) Conference

LOCATION: Virginia Beach, VA

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

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

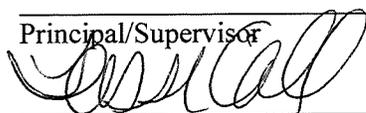
	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
			(Note: Tax credit contributions are District funds and require a budget code.)
Registration	<u>\$1,158.00</u>		<u>140-26-100-2210-6360-510-0000</u>
Transportation	<u>\$1,414.00</u>	Mode <u>air</u>	<u>140-26-100-2210-6582-510-0000</u>
Rental Car	_____		_____
Meals	<u>\$300.00</u>		<u>140-26-100-2210-6582-510-0000</u>
Lodging	<u>\$346.70</u>		<u>140-26-100-2210-6582-510-0000</u>
Substitutes	<u>\$840.00</u>		<u>140-26-100-2210-6105-510-0000</u>
TOTAL	<u>\$4,058.70</u>		

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

Purpose of travel: To attend the International Technology and Engineering Educators Association (ITEEA) Conference.

Outcomes and academic benefits to students and staff: The annual ITEEA conference provides an unparalleled opportunity for technology and engineering educators to gain comprehensive professional development and networking experiences. This is a unique opportunity to learn from and share with other technology and engineering STEM education professionals in a variety of formats. Attendance at this conference will benefit all staff and students at Innovation Academy.

Submitted by: _____
Signature Date

Principal/Supervisor _____ Date
 11/13/25
Associate Superintendent/Supervisor _____ Date



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

DATE OF MEETING: November 18, 2025

TITLE: Presentation on District Data as it relates to the School A-F Letter Grades

BACKGROUND:

This presentation will provide information regarding the review of the District Data as it relates to the School A-F letter grades. It will focus on the A-F letter grading system, analysis of the components in Amphi schools to identify potential within the A-F model and outline areas and next steps for continuous improvement in our schools.

RECOMMENDATION:

This item is presented for Governing Board's study.

INITIATED BY:

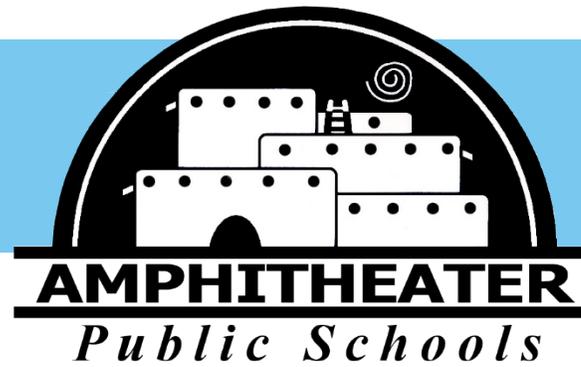
A handwritten signature in cursive script that reads "Jason Weaver".

Jason Weaver, Program Evaluation and Data Analyst

Date: November 10, 2025

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

Todd A. Jaeger, J.D., Superintendent



A-F LETTER GRADES

A REVIEW OF THE A-F LETTER GRADE SYSTEM AND AMPHI DATA



Jason Weaver
Program Evaluation and Data Analyst
Office of Learning and Instruction

A-F Letter Grades



Review the key components and calculations of the A-F letter grade system.



Review District Letter Grades



Review State Assessment Achievement Data

State Assessment: Proficiency Levels for Students



Highly Proficient (Level 4)

- ✓ Advanced understanding, highly likely to be ready (for the next grade level).

Proficient (Level 3)

- ✓ Strong understanding, likely to be ready (for the next grade level).

135

Partially Proficient (Level 2)

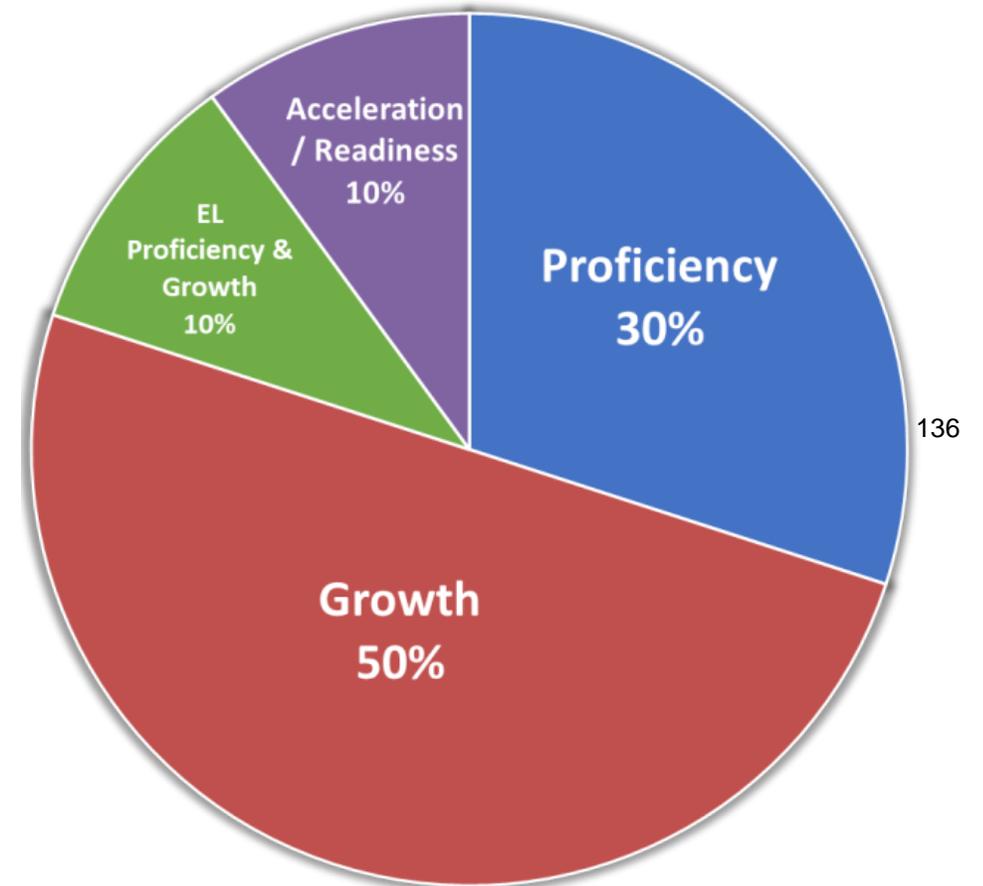
- ✓ Partial understanding, likely to need support to be ready (for the next grade level).

Minimally Proficient (Level 1)

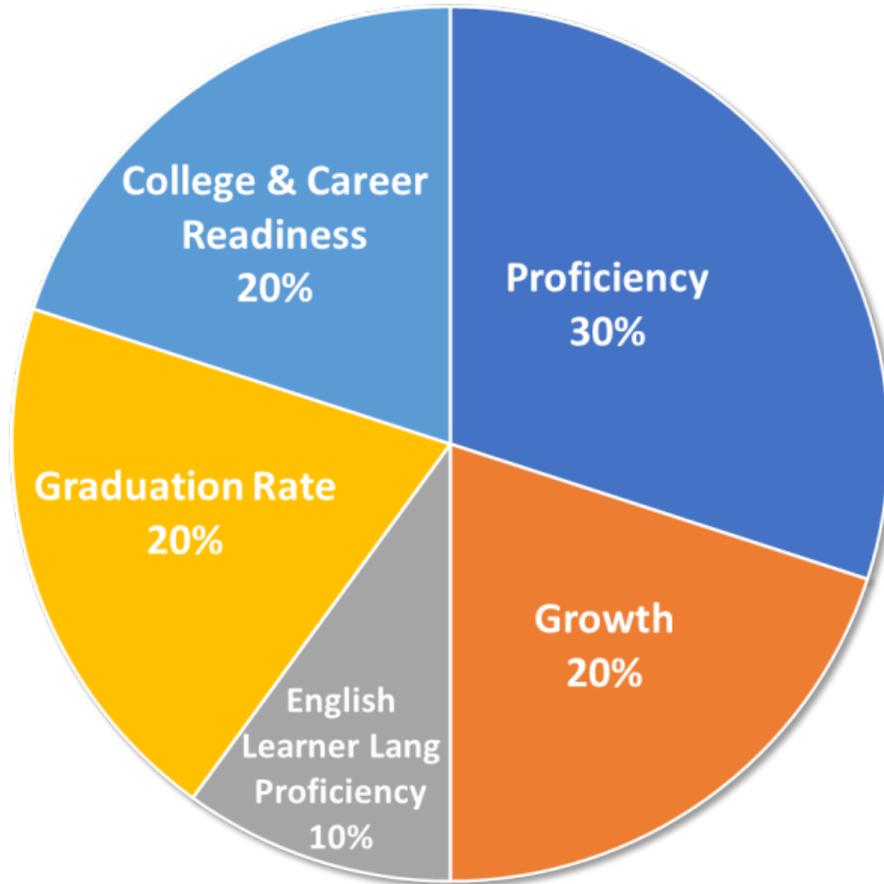
- ✓ Minimal understanding, highly likely to need support to be ready (for the next grade level).

A-F Letter Grades: K-8 Structure

- ✓ Percentage of **proficient** students on the AASA grade level assessment (grades 3-8)
- ✓ Longitudinal indicators of relative student **growth**
- ✓ English Learner language **proficiency** and **growth** (grades K-8)
- ✓ Indicators to measure students' ability to **accelerate** beyond elementary school



A-F Letter Grades: High Schools



- ✓ Percentage of **proficient** students on the state administered ACT (grade 11)
- ✓ Longitudinal indicators of relative student gain and **growth**
- ✓ English Learner language **proficiency**¹³⁷ and **growth** (grades 9-12)
- ✓ College and Career Readiness Indicators
- ✓ Graduation rate



2024-2025 Letter Grades and State Assessment Data



A-F Letter Grade Definitions

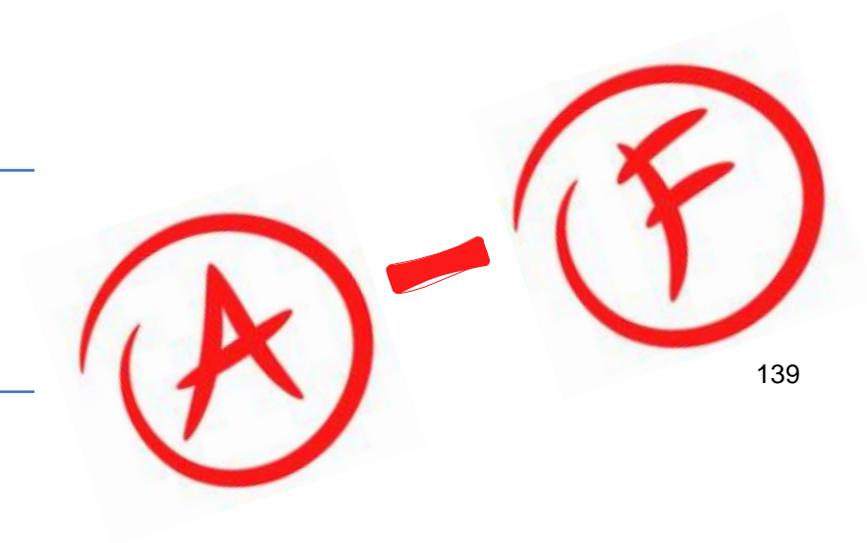
A - Excellent

B - Highly Performing

C - Adequately Performing

D - Minimally Performing

F - Failing





2024-2025 School Year

Letter Grade

Amphi Academy Online	B
Amphitheater High School	B
Amphitheater Middle School	C
Canyon del Oro High School	A
Copper Creek Elementary	A
Coronado K-8 School	B
Cross Middle School	A
Donaldson Elementary	A
Harelson Elementary	A
Holaway Elementary	C
Innovation Academy	A
Ironwood Ridge High School	A
Keeling Elementary	A
La Cima Middle School	B
Mesa Verde Elementary	A
Nash Elementary	C
Painted Sky Elementary	A
Prince Elementary	C
Rio Vista Elementary	C
Walker Elementary	B
Wilson K-8 School	A



A - Excellent

B - Highly Performing

C - Adequately Performing

140

D - Minimally Performing

F - Failing



Areas/Strengths Contributing to Strong A-F Performances

Keeling Elementary- Continued to improve in both Proficiency and Growth receiving an “A” rating – the first such rating in recent memory.

Amphitheater High School – Improved from a “C” to a “B” rating.

Donaldson Elementary – Showed significant improvement in growth and moved from a “D” rating to an “A” rating.

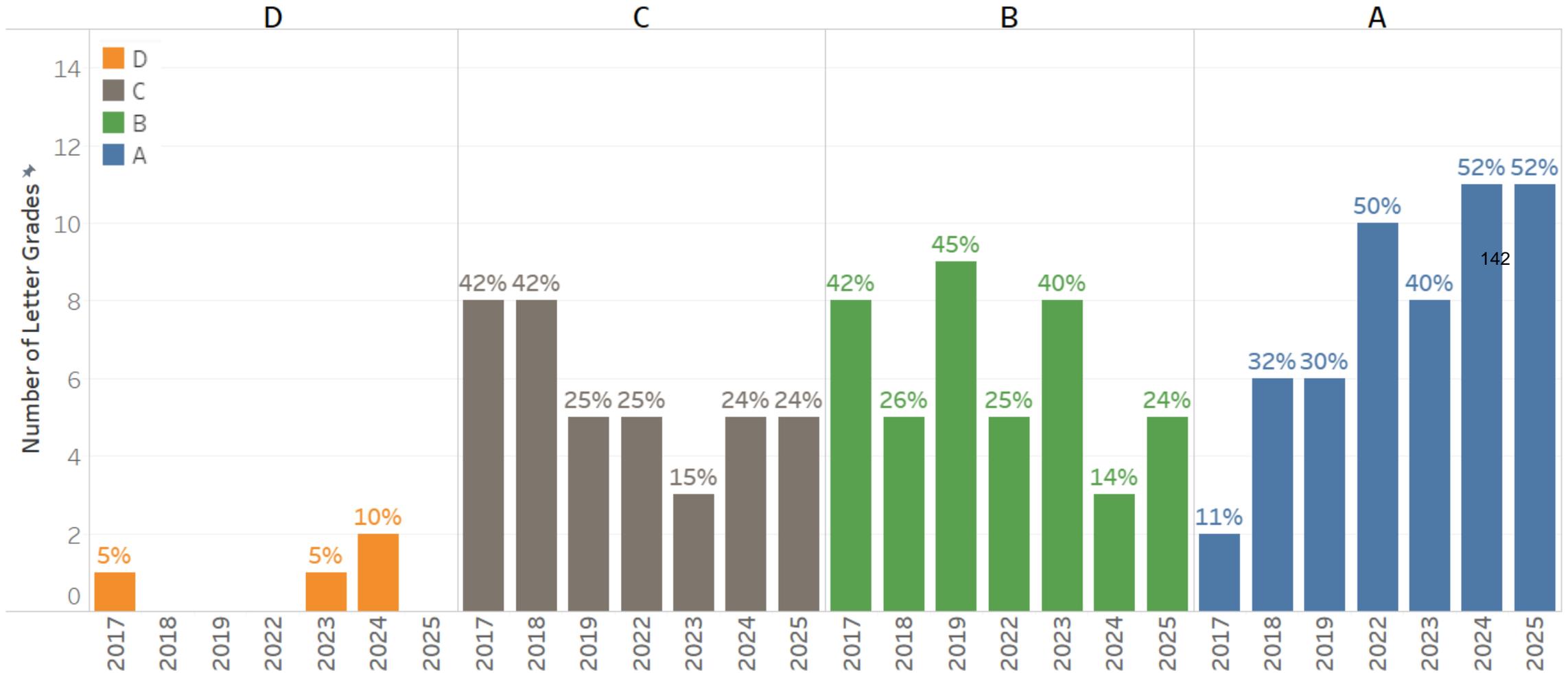
La Cima Middle School – Improved in both Proficiency and Growth. Moved from a “C” to a “B” rating.

Nash Elementary School – Improved from a “D” to a “C” rating.



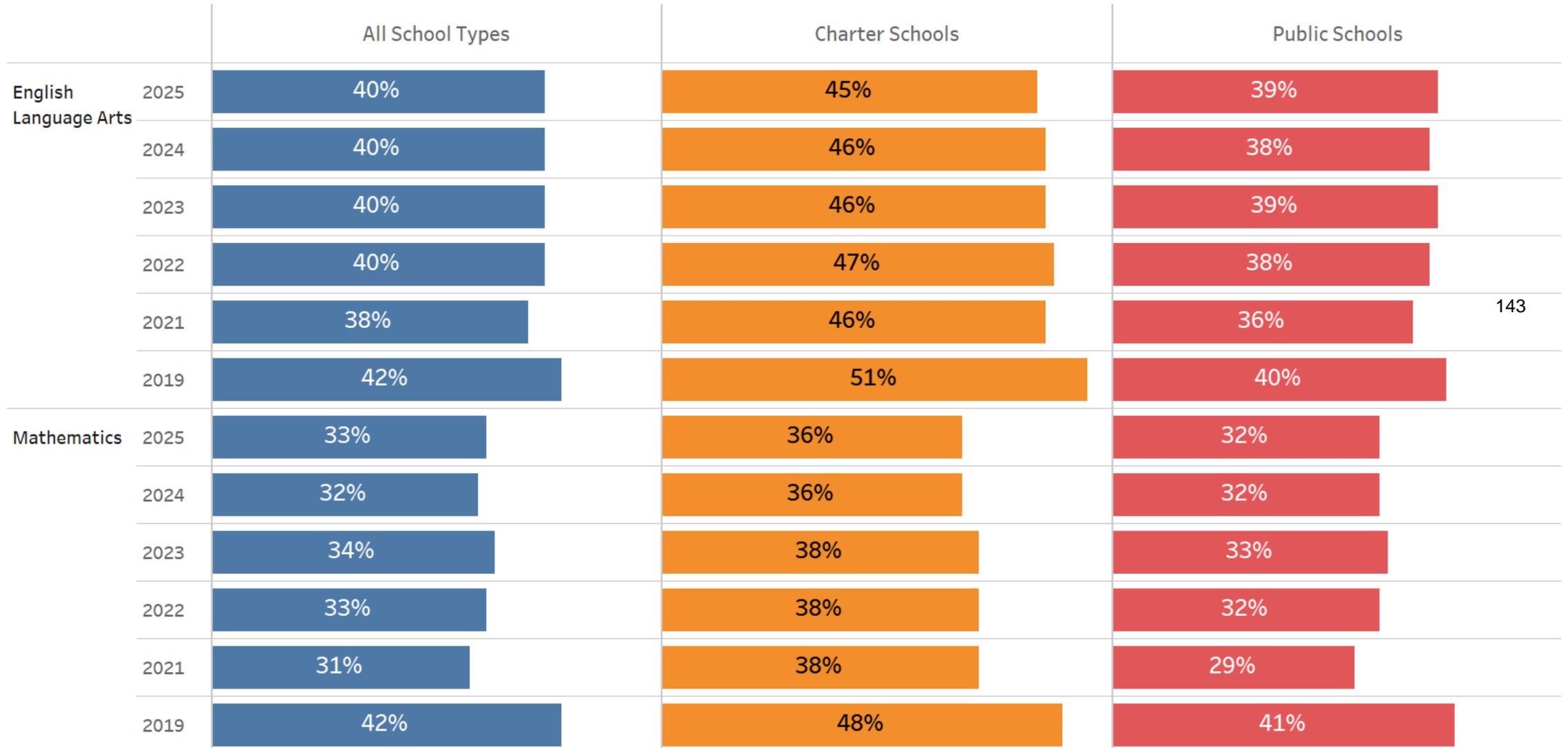
Amphi Letter Grades: Trends

Amphi District - Number & Percent of Letter Grades by Year





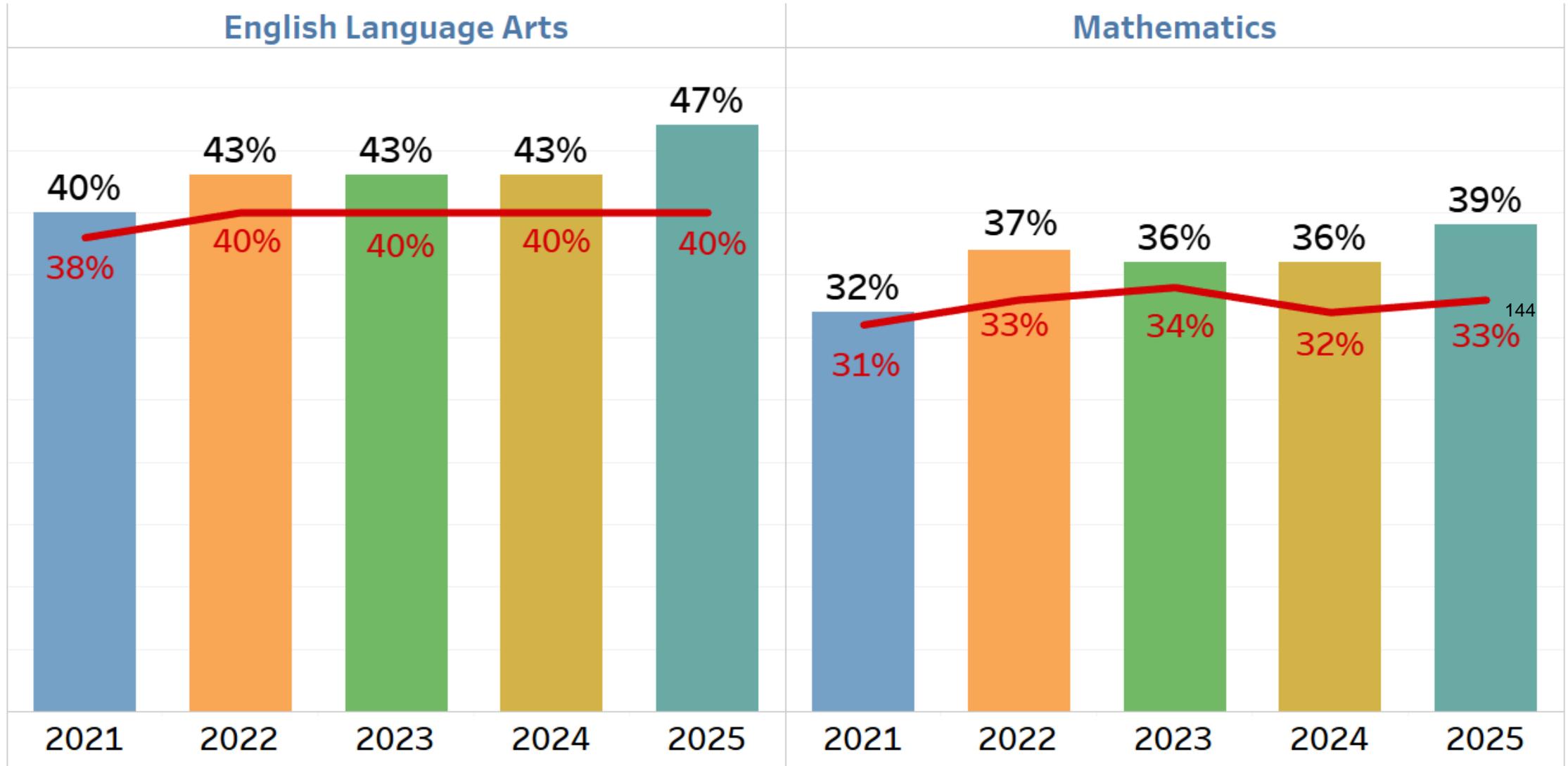
Arizona State Proficiency Rates



143

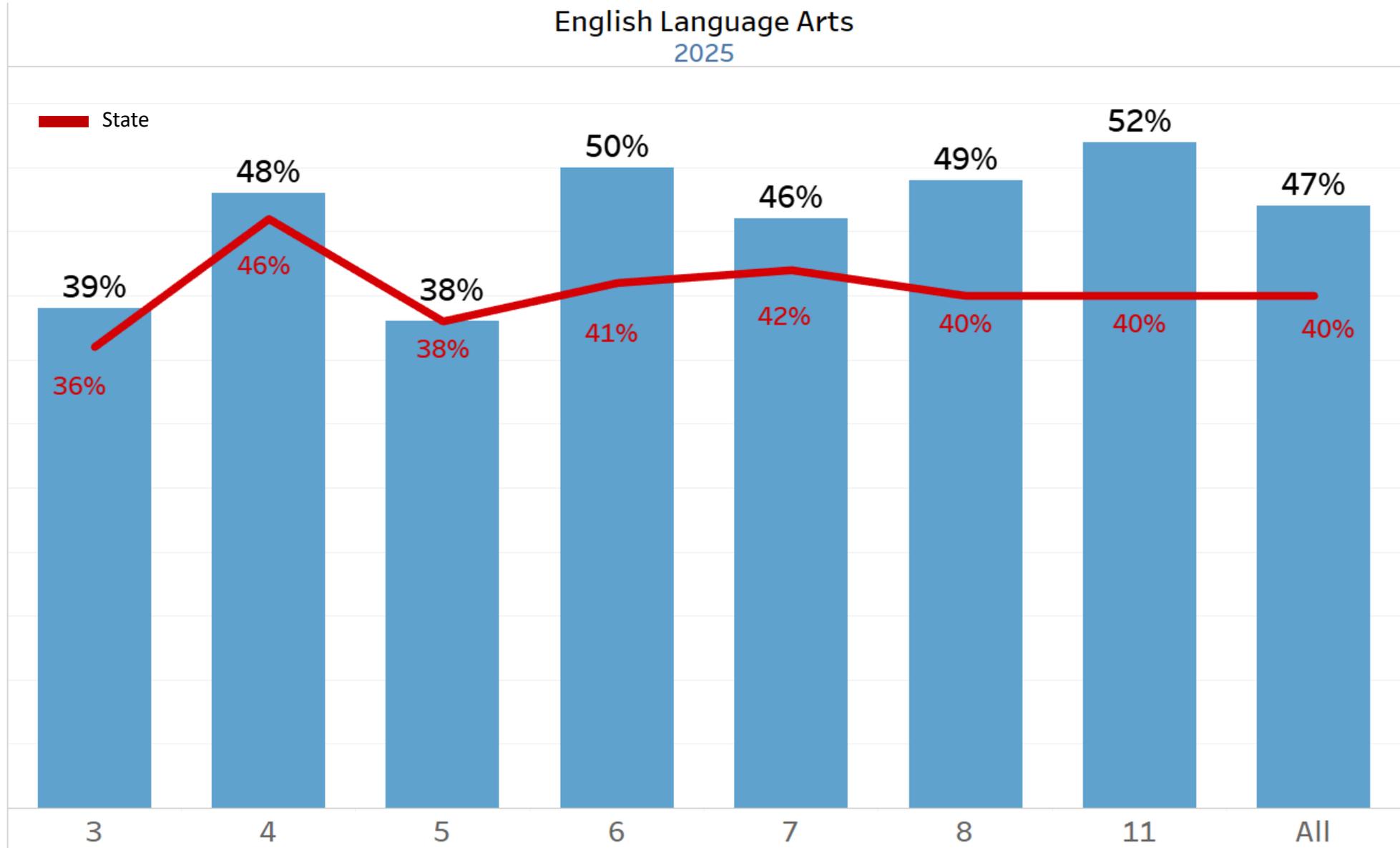


Amphi Proficiency Rates – State Proficiency



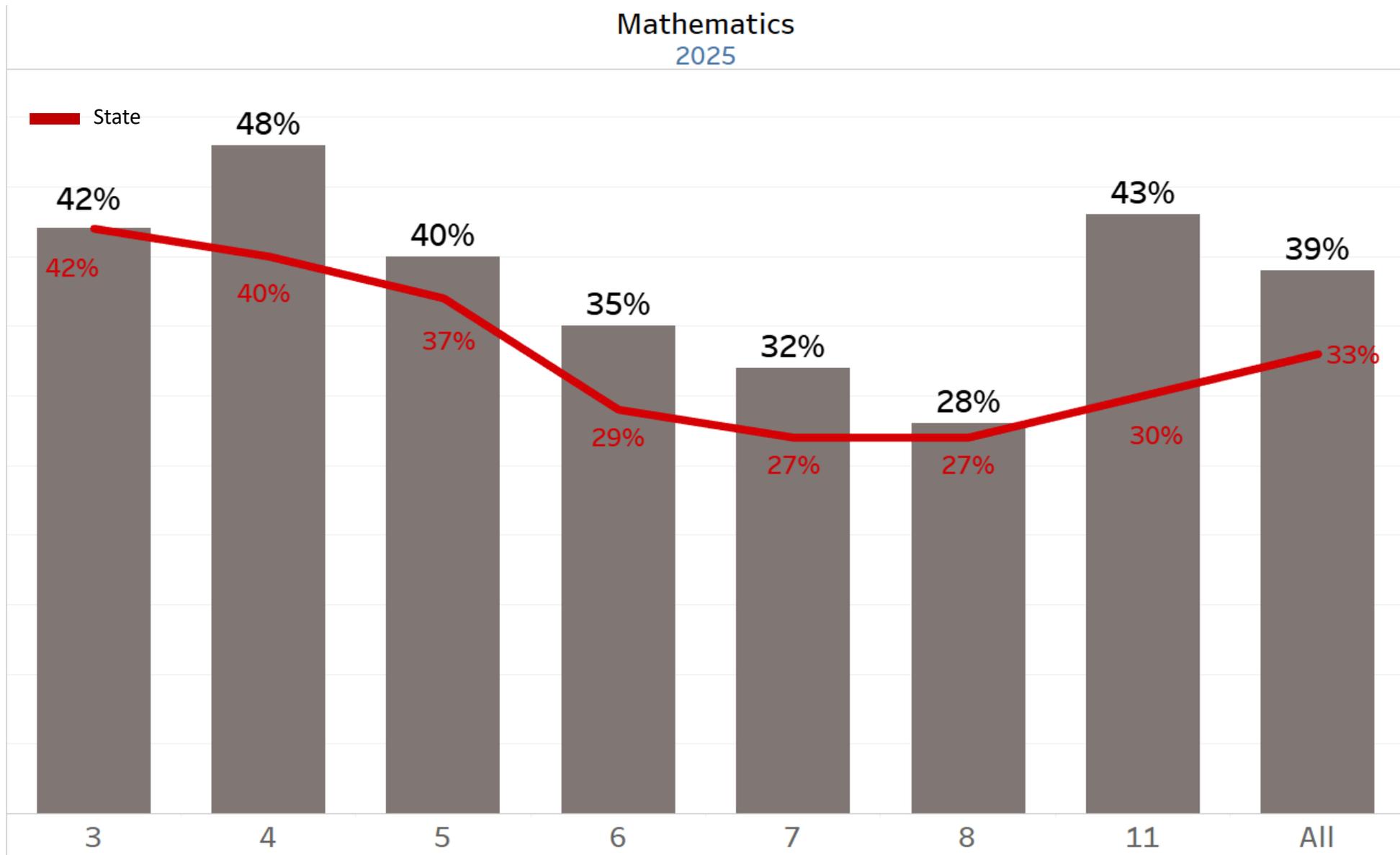


English Language Arts Proficiency – Grade Level



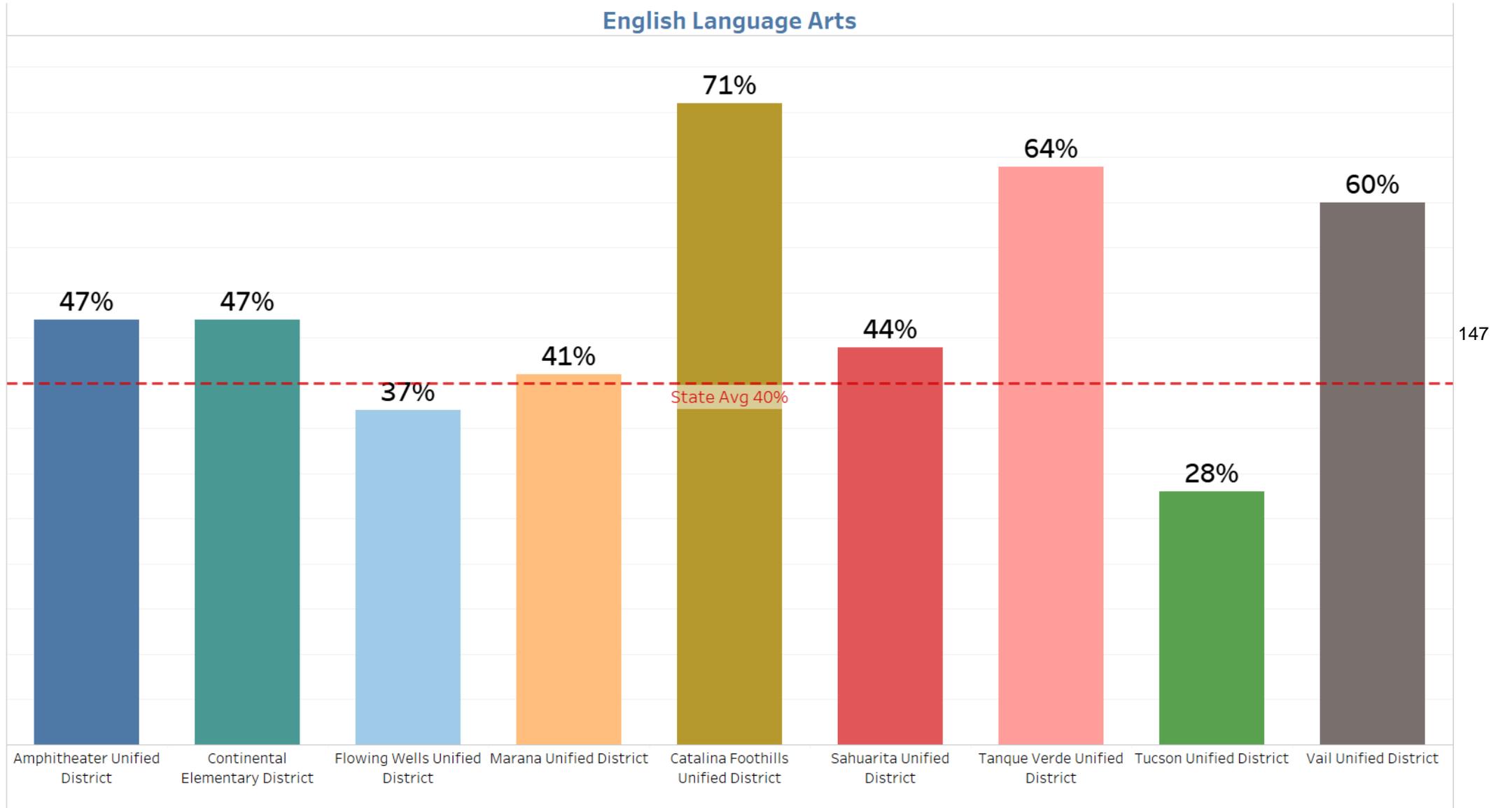


Mathematics Proficiency – Grade Level





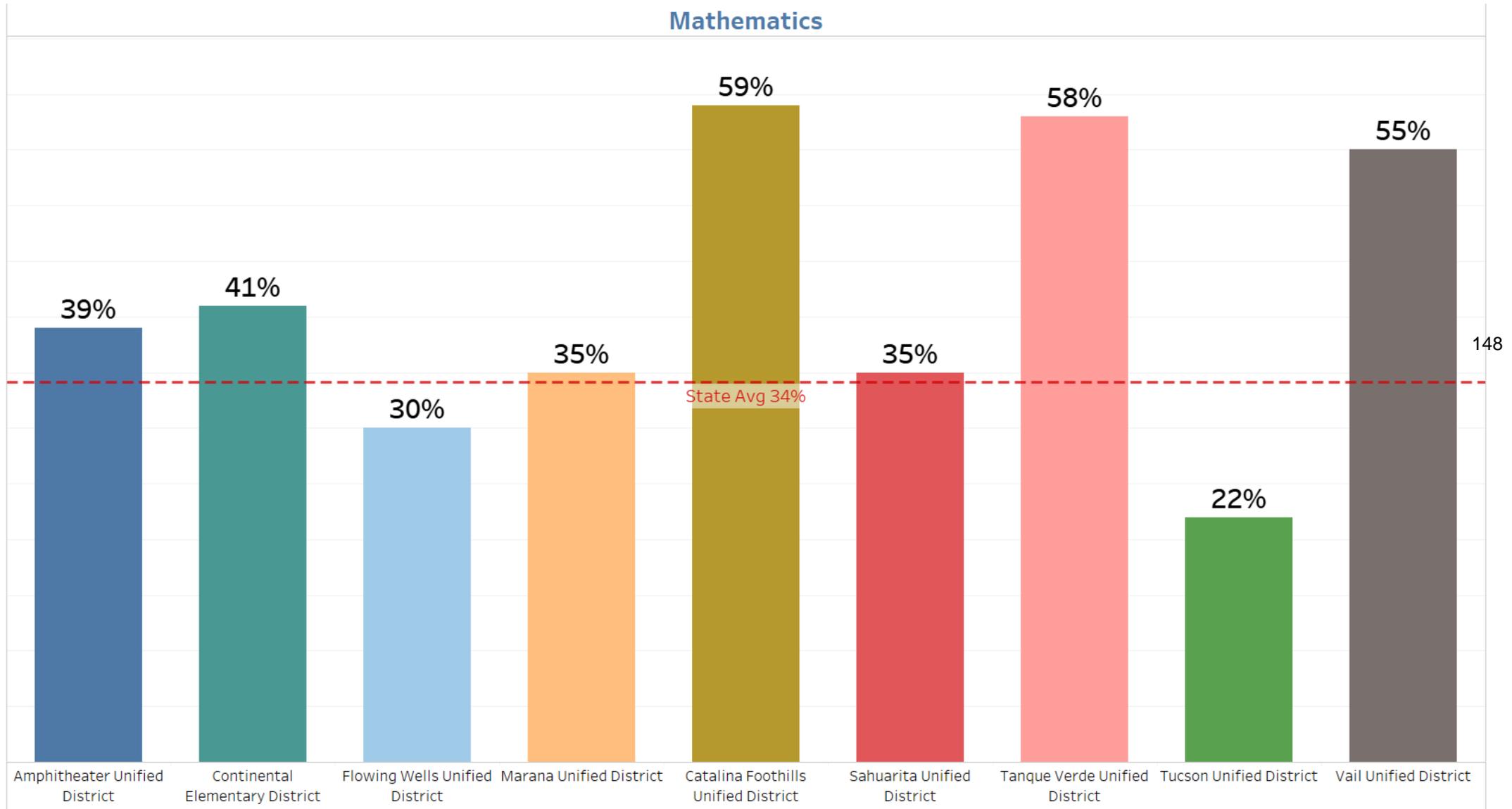
District Proficiency Rates in Southern Arizona





District Proficiency Rates in Southern Arizona

Mathematics



148



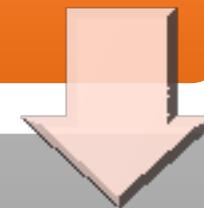
Amphi School Proficiency Rates

	English Language Arts	Mathematics
Amphi Academy Online	28%	17%
Amphitheater High School	16%	9%
Amphitheater Middle School	21%	8%
Canyon Del Oro High School	68%	63%
Copper Creek Elementary School	41%	45%
Coronado K-8 School	39%	29%
E C Nash School	10%	8%
Frances Owen Holaway Elementary School	17%	17%
Helen Keeling Elementary School	31%	29%
Ironwood Ridge High School	59%	46%
L M Prince School	14%	21%
La Cima Middle School	31%	13%
Lawrence W Cross Middle School	62%	44%
Lulu Walker School	39%	45%
Marion Donaldson Elementary School	34%	32%
Mesa Verde Elementary School	45%	49%
Painted Sky Elementary School	69%	71%
Richard B Wilson Jr School	66%	53%
Rio Vista Elementary School	24%	30%
The Innovation Academy	66%	67%
Winifred Harelson Elementary School	61%	59%



Next Steps

Guaranteed & Viable Curriculum



**Personalized Learning and
Instructional Best Practice**

150



**Data, Assessment, and Professional
Learning Communities**

Questions?





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

DATE OF MEETING: November 18, 2025

TITLE: Study and Approval of Proposed Recommendations Developed through the Meet and Confer Process for: Revisions to Governing Board Policy 4-402.B (Employee Grievances- Support Staff Formal Grievance Procedure)

BACKGROUND:

The Meet and Confer committee teams met and conferred regarding policies and employee working conditions in accordance with Policy 1-109. The teams began with a joint survey of employees to gather input on matters to be discussed during the policy portion of meet and confer. The data was used to identify the specific employment policies and working conditions discussed by the Meet and Confer committee.

The Support Staff Committee recommendations are as follows:

The Support Staff Committee met on policies specific to Support Staff employees. This committee developed the following recommendation: Revisions to Governing Board Policy 4-402.B (Employee Grievances- Support Staff Formal Grievance Procedure)

Their recommendation includes:

- Revising Policy 4-402.B to remove “and neither party shall be represented” to ensure consistency within the policy.

Copies of this recommendation are attached to this agenda item.

Employee Input on Recommendations

Consistent with Regulation 1-109.A (Meet and Confer Procedures), the Meet and Confer Committee presented its recommendation to District personnel for approval and comment on Thursday, October 30, 2025. The survey results will be shared during the Board meeting.

RECOMMENDATION:

The Administration recommends that the Governing Board approve the joint recommendation as presented.

Approval of this item removes the statement, “and neither party shall be represented” to ensure consistency within Policy 4-402.B.

Finally, appreciation is expressed to Meet and Confer Committee members for their continued work to complete the policy recommendation through the meet and confer process. Those team members are:

**Amphi Education Association
Professional Staff Team**

Colin Cordell
Rebecca Green
Brie Ronnie

District Professional Staff Team

Matt Munger
Chris Trimble
Angela Wichers

**Amphi Education Association
Staff Team**

Linda Lewis
Vanessa Harding
Robert Wacker

Facilitators

Tassi Call
A.J. Benevidez
Chris Gutierrez

District Support Staff Team Support

John Hastings
Richard La Nasa
J.J. Letts

INITIATED BY:

Tassi Call

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: November 10, 2025

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent



Recommendations of the Meet and Confer Committee

154



Tassi Call, Associate Superintendent for Elementary Education



Committee



Amphi Education Association Professional Staff Team

Collin Cordell
Rebecca Green
Brie Ronnie

Amphi Education Association Support Staff Team

Linda Lewis
Vanessa Harding
Robert Wacker

Facilitators

Tassi Call
A.J. Benevidez
Chris Gutierrez

District Professional Staff Team

Matt Munger
Chris Trimble
Angela Wichers

District Support Staff Team

John Hastings
Richard La Nasa
J.J. Letts



Committee Process



- Survey went out to all employees regarding workplace and policy issues
- October 13- team leaders met with facilitators to review the staff survey and developed committee work
- November 22- reviewed IBB process, began policy work and Support Staff concluded policy work
- November 23- Professional Staff Committee concluded policy work



Committee Recommendation



Proposed revisions to Policy 4-402.B Employee Grievances – Support Staff Formal Grievance Procedure

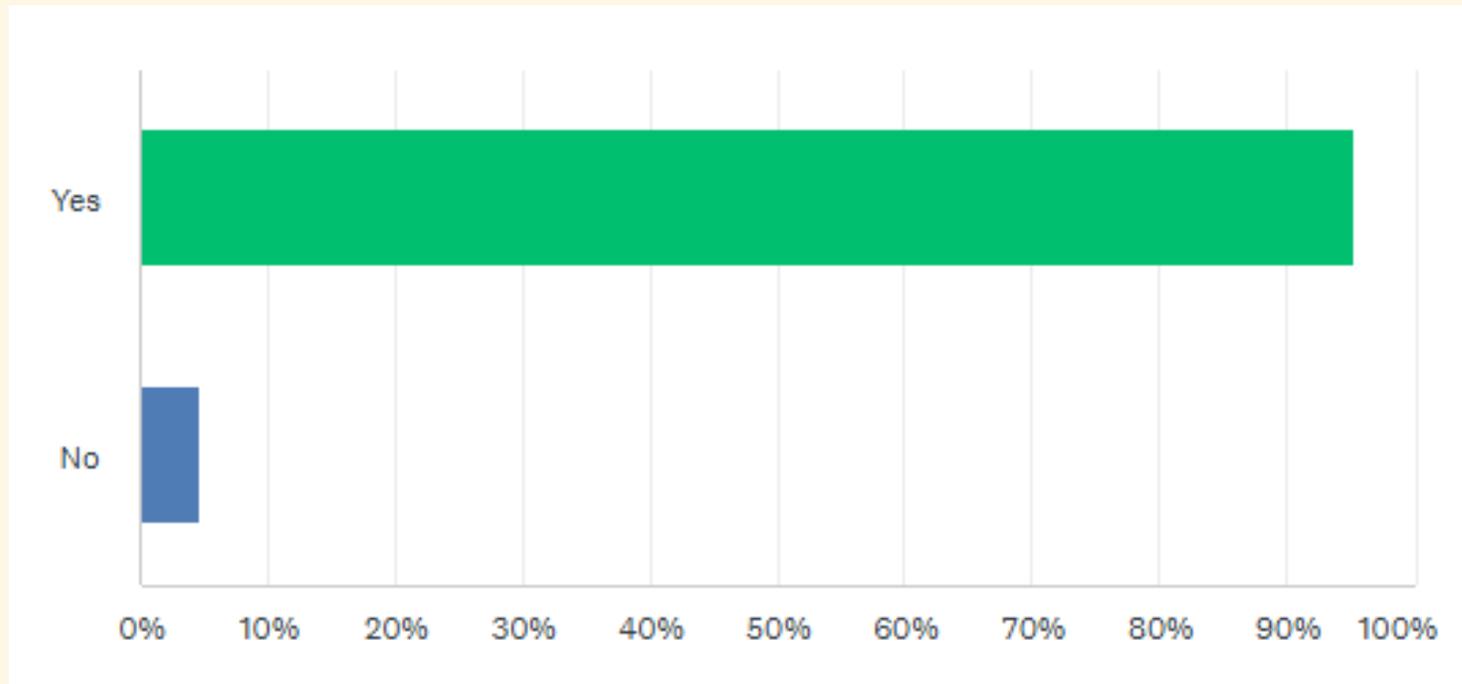
Step One - The Immediate Supervisor

Part 1 - Informal:

- A. A staff member who has a perceived grievance shall first discuss it with the immediate supervisor in an effort to resolve the problem informally. The informal grievance shall not be in writing. ~~and neither party shall be represented.~~
- B. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a modification of the request within two (2) working days. If the requested relief is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved and deny the grievance on that ground.



Joint Survey of Employees





Survey Results

256 employees answered questions about the recommendation

The results were as follows:

- 244 (95.31%) agree with the recommendation
- 12 (4.69%) disagree with the recommendations



Employee Comments

18 employees commented about the recommendation

The comments were very short:

1. Majority stated “thank you to the teams” or “none”
2. Continue to educate employees on the grievance policies as necessary
3. Need to educate employees on “redline” documents and how to read them

Questions?



**RECOMMENDATION OF THE MEET AND CONFER
SUPPORT STAFF COMMITTEE FOR
PERSONNEL POLICY MATTERS**

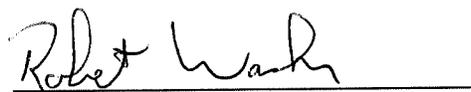
We, the undersigned members of the Support Staff Policy Meet and Confer Teams have met and conferred and now jointly recommend the attached revisions to Procedure 4-402.B Employee Grievances- Support Staff Formal Grievance Procedure

DATED this 22nd day of October 2025.

**For the Amphitheater Education
Association: Support Staff Team**


Vanessa Harding


Linda Lewis


Robert Wacker

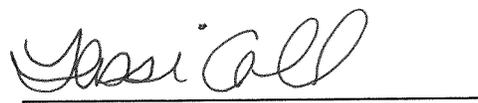
**For the Amphitheater School
District: Support Staff Team**

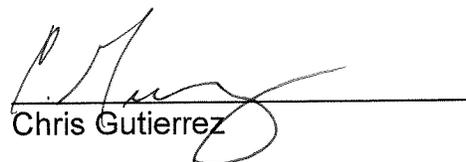

John Hastings


Richard La Nasa


J.J. Letts

Certification of Accuracy by Professional/Support Team Facilitators


Tassi Call


Chris Gutierrez


A.J. Benavidez

Procedure 4-402.B Employee Grievances - Support Staff Formal Grievance Procedure

Definition

A grievance shall mean a claim by an aggrieved support staff employee who has successfully completed a four (4) month probationary period that the employee has been treated inequitably by reason of any act or condition that is contrary to established Governing Board policy. A grievance must be filed no later than thirty (30) working days after the incident.

Exceptions:

- A. Merit increases, rates of pay, promotions, performance ratings, oral or written reprimands, and letters of counseling are not subject to grievance under this policy, since they are determined by supervisors on the basis of performance.
- B. Discrimination claims based on gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliations, marital status, citizenship status, national origin, home language, family, social or cultural background are not affected by the probation period and may be filed at any time by any staff member.

As a matter of District policy, every effort will be made to resolve a grievance through informal discussions within departments. The supervisor or appropriate associate superintendent or associate to the Superintendent are responsible for objectively considering a grievance and for responding to the aggrieved staff member on a timely basis. By the same token, the staff member is responsible for giving the department head and supervisor the opportunity to resolve a grievance on an informal basis before carrying it beyond the department level.

When a grievance cannot be settled informally, a staff member is entitled to further consideration of the grievance as set forth in the regulations.

Mediation

The appropriate associate superintendent or associate to the Superintendent will assist in resolving a grievance by serving as an impartial mediator. Mediation may be requested at the commencement of Step Two and any time thereafter by either party and will serve to suspend time limits prescribed in the regulation. A requested variance in the specific time limits must be submitted to the appropriate associate superintendent or associate to the Superintendent for action prior to the expiration of the stated time limit, if possible.

Time Extensions

The time limits specified in the grievance regulation may be extended by agreement of all interested parties. If an investigation causes delay, the aggrieved will be advised in writing. However, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

Academic-year employees. If a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of school, then said grievance shall be resolved in the new school term in September next, unless the parties mutually agree to proceed without delay.

Group Grievances

When employees have a common grievance, any such group of aggrieved persons, upon their request, may initiate a group grievance. Individuals filing a group grievance shall follow the procedures outlined in the grievance regulation, commencing with the Step One, Part 1 (informal).

Flow Chart and Timelines

Employees filing grievances should refer immediately to the Staff Grievance Procedure Flow Chart, and Staff Grievance Procedure Timelines for an overview of the steps that must be taken and the time lines allowed.

Representation

At any time during the grievance procedure, the aggrieved may choose to be accompanied by a representative.

Rules of Evidence

Technical rules of evidence do not apply at any proceedings or hearings that take place pursuant to any of the policies or regulations of the District. (The waiving of technical rules of evidence allow all parties involved more freedom of action and, thus, the parties are not limited by restraints found in legal proceedings or hearings. This grievance procedure, therefore, is a quasi-legal procedure rather than a legal procedure such as that which would be found in a court of law.)

Withdrawal of Grievance

A grievance may be withdrawn at any level, and such withdrawal will not have any adverse effect upon the aggrieved. Further, all record of the grievance will be destroyed. A grievance that has been withdrawn shall not be reopened.

Step One - The Immediate Supervisor

Part 1 - Informal:

- A. A staff member who has a perceived grievance shall first discuss it with the immediate supervisor in an effort to resolve the problem informally. The informal grievance shall not be in writing. ~~and neither party shall be represented.~~
- B. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a modification of the request within two (2) working days. If the requested relief is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved and deny the grievance on that ground.

Part 2 - Formal:

- A. An aggrieved who does not receive satisfaction from the respondent at the informal first level of the grievance and wishes to proceed with the grievance must file a written grievance within five (5) working days of receipt of the informal decision. The aggrieved shall use Grievance Form A.
- B. The written grievance shall set out, specifically, the staff member's concern and/or dissatisfaction and the desired action/adjustment requested.
 - 1. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a resolution of the request within five (5) working days of receipt of the written grievance. The immediate supervisor shall use Grievance Form B, in responding to the aggrieved. If the requested action is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved, on Form B, and deny the grievance on that ground.
 - 2. Upon receipt of Form B, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the immediate supervisor.
 - 3. If the requested relief is not granted, or if the supervisor does not have the authority to grant the adjustment, the aggrieved has the right to carry the grievance to the second step.

For purposes of interpreting this regulation, the first formal step will apply only when a staff member reports to a supervisor who is not a department head, since the "immediate supervisor" may be the department head or another person who shares the responsibility for assigning work and evaluating performance of the staff member. If the immediate supervisor is also the department head, the grievance procedure will begin with Step Two.

Step Two - Department Head

If the aggrieved staff member begins formal grievance proceedings at this level as set forth above, or if the staff member is not satisfied with the result obtained at the first formal step and wishes to continue grievance proceedings, the aggrieved shall present a grievance, in writing, to the department head within five (5) working days of receipt of the response from the immediate supervisor, or of the date the verbal response to the informal grievance is received. The aggrieved shall use Grievance Form C; however,

the aggrieved may submit a copy of the written grievance previously presented to the immediate supervisor if said written grievance meets the requirements of Form C.

- A. The department head shall consider the grievance and, if the desired adjustment is within the department head's authority shall respond to the grievance, in writing, using Grievance Form D, within five (5) working days. The department head may grant, deny, propose a compromise, and/or negotiate a resolution to the grievance.
- B. Upon receipt of Form D, the aggrieved shall indicate on said form a response to the decision and return the form, within five (5) working days, to the department head.
- C. If the desired adjustment is denied or is not within the authority of the department head to consider, the aggrieved has the right to proceed to Step Three.

Step Three - Principal, Director, Associate Superintendent, or Associate to the Superintendent

An aggrieved who wishes to continue the grievance procedures must present said grievance to the principal, director, associate superintendent, or associate to the Superintendent within five (5) working days of receipt of Form D, the Step Two decision.

A Step Three grievance must be submitted in writing, on Grievance Form E, and must state the specific complaint, facts in support of the aggrieved's position, and the specific corrective action desired.

The aggrieved may submit a copy of the written grievance previously presented to the department head if said written grievance meets the requirements of Form E.

- A. The responsible administrator shall consider the grievance and may conduct informal hearings and/or develop additional facts in any manner deemed necessary.
- B. The responsible administrator will reply in writing using Form E, to the aggrieved within ten (10) working days. If investigations or other circumstances cause delays to this schedule, the aggrieved will be so advised in writing.
- C. Upon receipt of Form E, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the responsible administrator.
- D. If the responsible administrator denies the corrective action desired, or does not have authority to take such action, the aggrieved has the right to carry the grievance to the fourth and final step of the grievance procedure.

Step Four - The Hearing

If the grievance is felt by the staff member to merit consideration at the final step, a hearing by the staff grievance committee may be requested. Requests for a hearing

must be submitted in writing on Grievance Form F, to the appropriate associate superintendent or associate to the Superintendent within five (5) working days of the aggrieved's receipt of a reply from the principal, director, associate superintendent, or associate to the Superintendent.

- A. Requests must indicate that the grievance procedure has been followed through the third step and must state the specific complaint and facts in support of the corrective action desired. (Note: A copy of the request for third step consideration may be submitted to avoid undue repetition.)
- B. A list of names and addresses of witnesses for the concerned party must be submitted with the request for hearing form.

Selection of the staff grievance committee:

- A. Each grievance committee shall consist of five (5) persons. Prior to the selection of this committee, names of witnesses for all parties concerned must be submitted to the human resources division. The human resources division will then assemble a drawing box containing the names of all support staff personnel not on probation. The aggrieved will draw five (5) names from this drawing box. Should a name be drawn that appears on the witness list, another name shall automatically be drawn. This drawing will be held at the human resources division and be witnessed by the associate to the Superintendent or designee.
- B. Upon selection of five (5) names by the aggrieved, the appropriate administrator will notify those chosen to serve on the staff grievance committee and arrange an organizational meeting. At the meeting, the committee members shall select a chairperson, and a hearing date at the earliest opportunity agreeable to all concerned parties. Every effort will be made to establish the date within ten (10) working days following receipt of the request by the appropriate administrator.

Conduct of hearings:

- A. An employee may appear or designate a representative, not necessarily an attorney, before any Board hearing or any quasi-judicial hearing dealing with personnel matters, providing that no fee may be charged for any services rendered in connection with such hearing by any such designated representative not an attorney admitted to practice.
- B. In the interest of fairness, neither side shall have professional representation without providing advance notice to all other parties of intent to use professional representation. The aggrieved will provide the appropriate administrator with the names, addresses, and professional qualifications of representatives at the time of the request for a formal hearing.
- C. The names and qualifications of persons representing any party other than the aggrieved will be provided to the appropriate administrator by said party upon receipt of notification that the grievance will be heard by the staff grievance committee.

- D. The appropriate administrator or designee will notify concerned parties of the hearing date and inform them of the names and qualifications of all representatives and witnesses.
- E. A qualified administrator shall serve as an impartial technical advisor and is responsible for informing all parties of hearing policies and procedures.
- F. The administrator shall advise the aggrieved of the right to be represented by any willing person of the aggrieved's choice and will further inform the aggrieved that the District is not liable for any costs or expenses incurred for such representation. The administrator will advise concerned parties of the right to present and question witnesses who have direct knowledge of pertinent facts.
- G. During the hearing, the qualified administrator will serve as an advisor to the chairperson of the staff grievance committee.

Committee responsibilities:

- A. The committee shall be responsible for evaluating the facts surrounding the grievance in order to make a fair recommendation.
 - 1. They shall pose questions in order to establish the facts.
 - 2. They have the right to question anyone involved from either side.
 - 3. As necessary, they may require demonstrations, documents, or other evidence.
 - 4. At the conclusion of the hearing, the committee shall meet to formulate and finalize their recommendations. The final recommendation will be the result of a vote by the committee members.
- B. The committee's decision and/or recommendation shall be submitted to the Superintendent on Grievance Form G, and shall include, but is not limited to, the following:
 - 1. A brief summary of the case, as presented in the hearings, facts developed by the committee, pertinent documents, etc.
 - 2. The committee's recommendation to the Superintendent as to the appropriate disposition of the grievance, e.g., that the requested corrective action be granted, modified, or denied.
- C. The committee may make additional recommendations within the scope of the requested corrective action that it believes to be in the interest of sound District-staff relations.
- D. The form shall be signed by each member of the committee.

Committee chairperson's responsibilities/obligations:

It will be the chairperson's responsibility to conduct the hearing in a manner to ensure that each side has the opportunity to present its position to the committee. The chairperson is also responsible for submitting the committee's

recommendation to the Superintendent, who renders the final decision. The chairperson of the committee shall:

1. Conduct the hearing, as the chief hearing official, in an orderly and dignified manner.
2. Poll the votes of the committee, formalize the committee's recommendations, obtain the signatures of all committee members, and submit the majority opinion as a recommendation to the Superintendent. In the interest of objectivity, written minority opinions are encouraged.

Superintendent:

The Superintendent will render the final decision in writing to all interested parties, utilizing Grievance Form G. Other concerned parties are advised by means of a copy to each.

1. The Superintendent may endorse, modify, or reject the recommendation of the staff grievance committee. The Superintendent may also direct further investigation or conduct a further hearing of the facts before rendering a decision.
2. The Superintendent's written decision also serves as a directive for any action necessary for compliance with the decision.
3. The decision of the Superintendent is final and concludes the staff grievance procedure.

Flow Chart

How Grievances are Presented:

Informal Discussion	In Writing	At a Hearing
Informal	Step One	X
Formal	Step One	X
	Step Two	X
	Step Three	X

Timelines

Aggrieved shall have thirty (30) working days after a grievable occurrence in which to file a grievance.

Step One, Part 1 - Informal:

Respondent must respond, verbally, within two (2) working days (no form).

[All action in the following steps of the grievance procedure will be in writing]

Step One, Part 2 - Formal:

- A. Aggrieved must file, using Form A, within five (5) working days of receipt of verbal response to informal grievance.
- B. Respondent must respond to aggrieved, using Form B, within five (5) working days.
- C. Aggrieved must respond to decision, again, using Form B, within five (5) working days.

Step Two:

- A. Aggrieved must file, using Form C, within five (5) working days of receipt of Form B.
- B. Respondent must respond to aggrieved, using Form D, within five (5) working days.
- C. Aggrieved must respond to decision, using Form D, within five (5) working days.

Step Three:

- A. Aggrieved must file, using Form E, within five (5) working days of receipt of Form D.
- B. Respondent must respond to aggrieved, using Form E, within ten (10) working days.
- C. Aggrieved must respond to decision within five (5) working days of receipt of Form E.

Step Four:

- A. Aggrieved must file request for hearing, using Form F, within five (5) working days of receipt of Form E.
- B. The hearing will be established at the first opportunity. Every effort will be made to establish the hearing date within ten (10) working days following the aggrieved's request for a hearing.

Procedure 4-402.B Employee Grievances - Support Staff Formal Grievance Procedure

Definition

A grievance shall mean a claim by an aggrieved support staff employee who has successfully completed a four (4) month probationary period that the employee has been treated inequitably by reason of any act or condition that is contrary to established Governing Board policy. A grievance must be filed no later than thirty (30) working days after the incident.

Exceptions:

- A. Merit increases, rates of pay, promotions, performance ratings, oral or written reprimands, and letters of counseling are not subject to grievance under this policy, since they are determined by supervisors on the basis of performance.
- B. Discrimination claims based on gender, sexual orientation, race, color, creed, religion/religious beliefs, age, disability, political beliefs/affiliations, marital status, citizenship status, national origin, home language, family, social or cultural background are not affected by the probation period and may be filed at any time by any staff member.

As a matter of District policy, every effort will be made to resolve a grievance through informal discussions within departments. The supervisor or appropriate associate superintendent or associate to the Superintendent are responsible for objectively considering a grievance and for responding to the aggrieved staff member on a timely basis. By the same token, the staff member is responsible for giving the department head and supervisor the opportunity to resolve a grievance on an informal basis before carrying it beyond the department level.

When a grievance cannot be settled informally, a staff member is entitled to further consideration of the grievance as set forth in the regulations.

Mediation

The appropriate associate superintendent or associate to the Superintendent will assist in resolving a grievance by serving as an impartial mediator. Mediation may be requested at the commencement of Step Two and any time thereafter by either party and will serve to suspend time limits prescribed in the regulation. A requested variance in the specific time limits must be submitted to the appropriate associate superintendent or associate to the Superintendent for action prior to the expiration of the stated time limit, if possible.

Time Extensions

The time limits specified in the grievance regulation may be extended by agreement of all interested parties. If an investigation causes delay, the aggrieved will be advised in writing. However, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

Academic-year employees. If a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of school, then said grievance shall be resolved in the new school term in September next, unless the parties mutually agree to proceed without delay.

Group Grievances

When employees have a common grievance, any such group of aggrieved persons, upon their request, may initiate a group grievance. Individuals filing a group grievance shall follow the procedures outlined in the grievance regulation, commencing with the Step One, Part 1 (informal).

Flow Chart and Timelines

Employees filing grievances should refer immediately to the Staff Grievance Procedure Flow Chart, and Staff Grievance Procedure Timelines for an overview of the steps that must be taken and the time lines allowed.

Representation

At any time during the grievance procedure, the aggrieved may choose to be accompanied by a representative.

Rules of Evidence

Technical rules of evidence do not apply at any proceedings or hearings that take place pursuant to any of the policies or regulations of the District. (The waiving of technical rules of evidence allow all parties involved more freedom of action and, thus, the parties are not limited by restraints found in legal proceedings or hearings. This grievance procedure, therefore, is a quasi-legal procedure rather than a legal procedure such as that which would be found in a court of law.)

Withdrawal of Grievance

A grievance may be withdrawn at any level, and such withdrawal will not have any adverse effect upon the aggrieved. Further, all record of the grievance will be destroyed. A grievance that has been withdrawn shall not be reopened.

Step One - The Immediate Supervisor

Part 1 - Informal:

- A. A staff member who has a perceived grievance shall first discuss it with the immediate supervisor in an effort to resolve the problem informally. The informal grievance shall not be in writing.
- B. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a modification of the request within two (2) working days. If the requested relief is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved and deny the grievance on that ground.

Part 2 - Formal:

- A. An aggrieved who does not receive satisfaction from the respondent at the informal first level of the grievance and wishes to proceed with the grievance must file a written grievance within five (5) working days of receipt of the informal decision. The aggrieved shall use Grievance Form A.
- B. The written grievance shall set out, specifically, the staff member's concern and/or dissatisfaction and the desired action/adjustment requested.
 - 1. The immediate supervisor shall consider the facts and shall grant, deny, or negotiate a resolution of the request within five (5) working days of receipt of the written grievance. The immediate supervisor shall use Grievance Form B, in responding to the aggrieved. If the requested action is not within the immediate supervisor's authority, the supervisor shall inform the aggrieved, on Form B, and deny the grievance on that ground.
 - 2. Upon receipt of Form B, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the immediate supervisor.
 - 3. If the requested relief is not granted, or if the supervisor does not have the authority to grant the adjustment, the aggrieved has the right to carry the grievance to the second step.

For purposes of interpreting this regulation, the first formal step will apply only when a staff member reports to a supervisor who is not a department head, since the "immediate supervisor" may be the department head or another person who shares the responsibility for assigning work and evaluating performance of the staff member. If the immediate supervisor is also the department head, the grievance procedure will begin with Step Two.

Step Two - Department Head

If the aggrieved staff member begins formal grievance proceedings at this level as set forth above, or if the staff member is not satisfied with the result obtained at the first formal step and wishes to continue grievance proceedings, the aggrieved shall present a grievance, in writing, to the department head within five (5) working days of receipt of the response from the immediate supervisor, or of the date the verbal response to the informal grievance is received. The aggrieved shall use Grievance Form C; however,

the aggrieved may submit a copy of the written grievance previously presented to the immediate supervisor if said written grievance meets the requirements of Form C.

- A. The department head shall consider the grievance and, if the desired adjustment is within the department head's authority shall respond to the grievance, in writing, using Grievance Form D, within five (5) working days. The department head may grant, deny, propose a compromise, and/or negotiate a resolution to the grievance.
- B. Upon receipt of Form D, the aggrieved shall indicate on said form a response to the decision and return the form, within five (5) working days, to the department head.
- C. If the desired adjustment is denied or is not within the authority of the department head to consider, the aggrieved has the right to proceed to Step Three.

Step Three - Principal, Director, Associate Superintendent, or Associate to the Superintendent

An aggrieved who wishes to continue the grievance procedures must present said grievance to the principal, director, associate superintendent, or associate to the Superintendent within five (5) working days of receipt of Form D, the Step Two decision.

A Step Three grievance must be submitted in writing, on Grievance Form E, and must state the specific complaint, facts in support of the aggrieved's position, and the specific corrective action desired.

The aggrieved may submit a copy of the written grievance previously presented to the department head if said written grievance meets the requirements of Form E.

- A. The responsible administrator shall consider the grievance and may conduct informal hearings and/or develop additional facts in any manner deemed necessary.
- B. The responsible administrator will reply in writing using Form E, to the aggrieved within ten (10) working days. If investigations or other circumstances cause delays to this schedule, the aggrieved will be so advised in writing.
- C. Upon receipt of Form E, the aggrieved shall indicate on said form a response to the decision and return it, within five (5) working days, to the responsible administrator.
- D. If the responsible administrator denies the corrective action desired, or does not have authority to take such action, the aggrieved has the right to carry the grievance to the fourth and final step of the grievance procedure.

Step Four - The Hearing

If the grievance is felt by the staff member to merit consideration at the final step, a hearing by the staff grievance committee may be requested. Requests for a hearing

must be submitted in writing on Grievance Form F, to the appropriate associate superintendent or associate to the Superintendent within five (5) working days of the aggrieved's receipt of a reply from the principal, director, associate superintendent, or associate to the Superintendent.

- A. Requests must indicate that the grievance procedure has been followed through the third step and must state the specific complaint and facts in support of the corrective action desired. (Note: A copy of the request for third step consideration may be submitted to avoid undue repetition.)
- B. A list of names and addresses of witnesses for the concerned party must be submitted with the request for hearing form.

Selection of the staff grievance committee:

- A. Each grievance committee shall consist of five (5) persons. Prior to the selection of this committee, names of witnesses for all parties concerned must be submitted to the human resources division. The human resources division will then assemble a drawing box containing the names of all support staff personnel not on probation. The aggrieved will draw five (5) names from this drawing box. Should a name be drawn that appears on the witness list, another name shall automatically be drawn. This drawing will be held at the human resources division and be witnessed by the associate to the Superintendent or designee.
- B. Upon selection of five (5) names by the aggrieved, the appropriate administrator will notify those chosen to serve on the staff grievance committee and arrange an organizational meeting. At the meeting, the committee members shall select a chairperson, and a hearing date at the earliest opportunity agreeable to all concerned parties. Every effort will be made to establish the date within ten (10) working days following receipt of the request by the appropriate administrator.

Conduct of hearings:

- A. An employee may appear or designate a representative, not necessarily an attorney, before any Board hearing or any quasi-judicial hearing dealing with personnel matters, providing that no fee may be charged for any services rendered in connection with such hearing by any such designated representative not an attorney admitted to practice.
- B. In the interest of fairness, neither side shall have professional representation without providing advance notice to all other parties of intent to use professional representation. The aggrieved will provide the appropriate administrator with the names, addresses, and professional qualifications of representatives at the time of the request for a formal hearing.
- C. The names and qualifications of persons representing any party other than the aggrieved will be provided to the appropriate administrator by said party upon receipt of notification that the grievance will be heard by the staff grievance committee.

- D. The appropriate administrator or designee will notify concerned parties of the hearing date and inform them of the names and qualifications of all representatives and witnesses.
- E. A qualified administrator shall serve as an impartial technical advisor and is responsible for informing all parties of hearing policies and procedures.
- F. The administrator shall advise the aggrieved of the right to be represented by any willing person of the aggrieved's choice and will further inform the aggrieved that the District is not liable for any costs or expenses incurred for such representation. The administrator will advise concerned parties of the right to present and question witnesses who have direct knowledge of pertinent facts.
- G. During the hearing, the qualified administrator will serve as an advisor to the chairperson of the staff grievance committee.

Committee responsibilities:

- A. The committee shall be responsible for evaluating the facts surrounding the grievance in order to make a fair recommendation.
 - 1. They shall pose questions in order to establish the facts.
 - 2. They have the right to question anyone involved from either side.
 - 3. As necessary, they may require demonstrations, documents, or other evidence.
 - 4. At the conclusion of the hearing, the committee shall meet to formulate and finalize their recommendations. The final recommendation will be the result of a vote by the committee members.
- B. The committee's decision and/or recommendation shall be submitted to the Superintendent on Grievance Form G, and shall include, but is not limited to, the following:
 - 1. A brief summary of the case, as presented in the hearings, facts developed by the committee, pertinent documents, etc.
 - 2. The committee's recommendation to the Superintendent as to the appropriate disposition of the grievance, e.g., that the requested corrective action be granted, modified, or denied.
- C. The committee may make additional recommendations within the scope of the requested corrective action that it believes to be in the interest of sound District-staff relations.
- D. The form shall be signed by each member of the committee.

Committee chairperson's responsibilities/obligations:

It will be the chairperson's responsibility to conduct the hearing in a manner to ensure that each side has the opportunity to present its position to the committee. The chairperson is also responsible for submitting the committee's

recommendation to the Superintendent, who renders the final decision. The chairperson of the committee shall:

1. Conduct the hearing, as the chief hearing official, in an orderly and dignified manner.
2. Poll the votes of the committee, formalize the committee's recommendations, obtain the signatures of all committee members, and submit the majority opinion as a recommendation to the Superintendent. In the interest of objectivity, written minority opinions are encouraged.

Superintendent:

The Superintendent will render the final decision in writing to all interested parties, utilizing Grievance Form G. Other concerned parties are advised by means of a copy to each.

1. The Superintendent may endorse, modify, or reject the recommendation of the staff grievance committee. The Superintendent may also direct further investigation or conduct a further hearing of the facts before rendering a decision.
2. The Superintendent's written decision also serves as a directive for any action necessary for compliance with the decision.
3. The decision of the Superintendent is final and concludes the staff grievance procedure.

Flow Chart

How Grievances are Presented:

Informal Discussion	In Writing	At a Hearing
Informal	Step One	X
Formal	Step One	X
	Step Two	X
	Step Three	X

Timelines

Aggrieved shall have thirty (30) working days after a grievable occurrence in which to file a grievance.

Step One, Part 1 - Informal:

Respondent must respond, verbally, within two (2) working days (no form).

[All action in the following steps of the grievance procedure will be in writing]

Step One, Part 2 - Formal:

- A. Aggrieved must file, using Form A, within five (5) working days of receipt of verbal response to informal grievance.
- B. Respondent must respond to aggrieved, using Form B, within five (5) working days.
- C. Aggrieved must respond to decision, again, using Form B, within five (5) working days.

Step Two:

- A. Aggrieved must file, using Form C, within five (5) working days of receipt of Form B.
- B. Respondent must respond to aggrieved, using Form D, within five (5) working days.
- C. Aggrieved must respond to decision, using Form D, within five (5) working days.

Step Three:

- A. Aggrieved must file, using Form E, within five (5) working days of receipt of Form D.
- B. Respondent must respond to aggrieved, using Form E, within ten (10) working days.
- C. Aggrieved must respond to decision within five (5) working days of receipt of Form E.

Step Four:

- A. Aggrieved must file request for hearing, using Form F, within five (5) working days of receipt of Form E.
- B. The hearing will be established at the first opportunity. Every effort will be made to establish the hearing date within ten (10) working days following the aggrieved's request for a hearing.



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

DATE OF MEETING: **November 18, 2025**

TITLE: **Resolution Declaring November 25, 2025 as “Kindness Day”**

BACKGROUND:

World Kindness Day is observed in November as a recognition of the profound effect that acts of kindness can have on a community. Amphitheater Public Schools has a long history of understanding the benefits of kindness and of promoting kind acts and caring in schools. The District formally demonstrated its commitment to this important core value by including it in the Promise of a Graduate.

This year, the District will continue the tradition to promote kindness and encourage staff, students and families to celebrate kindness on the Tuesday before Thanksgiving.

The 2025 Amphitheater Kindness Day will be observed on Tuesday, November 25, 2025. The attached Resolution serves to set that day apart here in our District.

RECOMMENDATION:

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

INITIATED BY:

Date: November 6, 2025



Todd A. Jaeger, J.D., Superintendent

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

WHEREAS, kindness and caring are among the core values of the Amphitheater Public School District as demonstrated throughout its history; and

WHEREAS, these qualities are deemed so important they are essential characteristics of the District’s Promise of a Graduate, which serves as a guiding vision for all Amphitheater students; and

WHEREAS, it is important to remember that, regardless of where we come from and what we believe, we are all human beings with similar needs and the common desire to be treated with dignity and respect; and

WHEREAS, even the very simplest acts of kindness have the power to enable communities to strengthen their bonds and build trust; and

WHEREAS, demonstrating a commitment to kindness sets a positive example for friends, families and colleagues and emphasizes the value of expressing gratitude and recognizing the good in others; and

WHEREAS, in order to cultivate strong learning communities, children need their teachers, support staff and classmates to provide them with the encouragement and positive influence that acts of kindness bring; and

WHEREAS, studies have shown that practicing kindness can improve individuals’ physical and mental health; and

WHEREAS, the Amphitheater School District believes the Tuesday before Thanksgiving is an opportune time to encourage schools and departments to focus on spreading kindness and an attitude of gratitude by incorporating these values into school programs and activities;

NOW, THEREFORE, BE IT RESOLVED by the Amphitheater Unified School District No. 10 Governing Board that the District hereby set apart Tuesday, November 25, 2025, as “Kindness Day” in the District.

PASSED AND ADOPTED by the Governing Board this 18th day of November 2025.

Governing Board Members:

Susan Zibrat
President

Deanna M. Day, M.Ed.
Vice President

Vicki Cox Golder

Michael Gemma, Ed.D

Matthew A. Kopec