

Final Posting: Monday, January 12, 2026 at 4:00pm

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

**Canyon del Oro High School Auditorium  
25 W Calle Concordia Rd.  
Oro Valley, AZ 85704**

**Tuesday, January 13, 2026**

**6:00 PM**

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

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

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

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

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

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

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

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

<sup>4</sup> Study session items are for discussion only; no action will be taken.

1. **CALL TO ORDER**  
Ms. Susan Zibrat, President
2. **PLEDGE OF ALLEGIANCE**  
Ironwood Ridge High School Students
3. **RECOGNITION OF STUDENT ART**  
Ironwood Ridge High School Students
4. **ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING**  
Tuesday, January 27, 2026 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.
5. **PUBLIC COMMENT**<sup>1</sup> (30 Minutes Maximum)
6. **CONSENT AGENDA**<sup>3</sup>

A. Approval of Appointment of Non-Administrative Personnel	4
B. Approval of Personnel Changes	7
C. Approval of Leave(s) of Absence	10
D. Approval of Separation(s) and Termination(s)	13
E. Approval of Stipend for Coaching Volunteers	16
F. Approval of Minutes of Previous Meeting(s)	18
G. Approval of Revision to the 2025-2026 Governing Board Meeting Schedule	29
H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,373,855.66	31
I. Acceptance of Gifts	32
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K. Approval of Disposal of Surplus Property via PublicSurplus.com	36
L. Approval of Lease Agreement with T-Mobile West, LLC	37
M. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	54
N. Physical Education Credit for High School Graduation and Request for an Individual Exemption	64
O. Approval of Out of State Travel	65
7. **ACTION**

A. Superintendent's Recommendation for School Closures and Consolidation	72
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8. **ORGANIZATIONAL MEETING**

A. Nomination and Election of Governing Board President and Vice President	82
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9. **PUBLIC COMMENT**<sup>1</sup> (30 Minutes Maximum)
10. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
11. **ADJOURNMENT**

**In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at [www.amphi.com](http://www.amphi.com), and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The**

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public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible. If you need special accommodations, please call the Superintendent's office: (520) 696-5205.

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

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**DATE OF MEETING:**      **January 13, 2026**

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

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**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of January 12, 2026.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

**Date: January 12, 2026**

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

1/13/2026

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE	ADD'L INFO	RECOMMENDED BY	COMMENT
Jimmerson	Nancy	Teacher - Academic Intervention	CT-RET	Keeling Elementary			Rehire		\$11,144.04
Smith	Kimberly	Teacher - 21st Century	CT	Holaway Elementary			Rescind		
Warden-Dutton	Casey	Teacher - Cross Categorical Class	CT	CDO High School	CTT-BA	0 years	Replacement	Ms. Bulleigh	
Braun	Sandy	Classroom Aide/Caregiver	CL-RET	Prince Elementary	2	0 years	Replacement	Ms. Doyle	
Delgado	Amanda	Imagine Preschool Director	CL-PR	Community Preschools	IPSD-MA	10 years	Replacement	Ms. Bucciarelli-Fay	
Carrillo	Janet	Food Service Attendant	CL	Ironwood Ridge High	1	5 years	Replacement	Mr. Greeson	
Cruz	Desirae	Speech/Language Pathology Assis	CL	Rillito Center			Correction		Start Date
Everett	Sean	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Faber	Jennifer	Campus Monitor	CL	Innovation Academy	1	0 years	Replacement	Mr. McConnell	
Hannaford	Virginia	Transportation Attendant	CL	Transportation	1	1 year	Replacement	Ms. Frye-George	
Kelly	Nicole	Security Officer	CL	Wilson K-8 School	6	0 years	Replacement	Mr. Trimble	
Lopez-Huaraqui	Anissa	Preschool Aide/Caregiver	CL	Copper Creek Elementary	1	5+ years	Replacement	Ms. Bucciarelli-Fay	
Matheson	Sharon	Campus Monitor	CL	Nash Elementary	1	5+ years	Replacement	Ms. Jarrett	
Mitchell	Elizabeth	Preschool Aide/Caregiver	CL	Innovation Academy	1	0 years	Replacement	Ms. Bucciarelli-Fay	
Scholle	Robert	Campus Monitor	CL	Wilson K-8 School	1	0 years	Replacement	Mr. Trimble	
Wong	Kari	Special Education Teaching Assisi	CL	Harelson Elementary	3	0 years	Replacement	Ms. Hayes	
Zepeda-Reyes	Enrique	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Mitchell	Erin	Student Worker	ASW	CDO High School			Rehire		\$14.70 per hour
Owen	Sarah	ADDN - ECHO Afterschool Aide/C	ADDM	Nash Elementary			Replacement		\$15.30 per hour

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

01/13/2026  
 GOVERNING BOARD MEETING  
 APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Ahmad	Aisha		CT		12/17/2025	
Faulkner	Violet		CT		12/17/2025	
Harper	Esperanza		CT		12/18/2025	
Jones	Stephen		CT		12/18/2025	
Lange	Angelina		CT		12/18/2025	
May-Hernandez	Shasta		CT		12/17/2025	
Price	Ellan		CT		12/18/2025	
Sallee	Katherine		CT		12/18/2025	
Hobbins	Jaycie		CL		12/18/2025	
Romero	Alysia		CL		12/18/2025	
Valdez	Martina		CL		12/04/2025	

AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

**DATE OF MEETING:** January 13, 2026

**TITLE:** Approval of Personnel Changes

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of January 12, 2026.

In addition, the District has entered into an Intergovernmental Agreement (IGA) with the Arizona Board of Regents (ABOR) for participation in the Free Application for Federal Student Aid (FAFSA) Peer Coach Project. This project focuses on increasing FAFSA completion rates and fostering a college-going culture at the high school level. Funding for the project has been approved and will be provided by ABOR for the 2025–2026 academic year.

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The following positions are required to support the program:

**FAFSA Peer Coach** – a senior high school student who volunteers to serve as a peer-to-peer coach assisting classmates in learning about the FAFSA and completing the application.

**FAFSA Peer Coach Advisor** – a designated District staff member on each high school campus who sponsors, supervises, and leads the FAFSA Peer Coaches.

ABOR recommends that student FAFSA Peer Coaches receive a \$414.00 stipend at the conclusion of each semester. ABOR also recommends that FAFSA Peer Coach Advisors receive a \$828.00 stipend each semester upon successful completion of their assigned responsibilities. Up to two advisors may be selected at each high school.

Therefore, Administration recommends establishing the following position addendums with the corresponding stipend amounts:

**FAFSA Peer Coach** (student volunteer): \$414.00 per semester

**FAFSA Peer Coach Advisor:** \$828.00 per semester

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**RECOMMENDATION:**

It is the recommendation of the Administration that the personnel changes be approved as presented as well as the approval of the FAFSA Peer Coach and FAFSA Peer Coach Advisor addendums.

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**INITIATED BY:**

  
John Hastings, Director of Human Resources

Date: January 12, 2026

  
Todd A. Jaeger, J.D., Superintendent

1/13/2026

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Genis	Erika	Math Coordinator	CT-PR	Wetmore Center	Increase FTE			+0.1 FTE
Clarck	Nolwenn	Teacher - Cross Categorical Classroom	CT	CDO High School	Added Duty			\$5,392.40
Garcia	Gemma	Teacher - Academic Intervention	CT	Amphi Middle School	Additional Position		\$6,005.34	+0.1667 FTE
Garcia	Gemma	Teacher - Social Studies	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Higgins	Kellie	Teacher - General Science	CT	Amphi Middle School	Increase FTE			+0.1667 FTE
Higgins	Kellie	Teacher - Academic Intervention	CT	Amphi Middle School	Decrease FTE			<0.1667 FTE>
Anderson	Robin	Clerk	CL	Keeling Elementary	Additional Position	1	0 years	
Christensen	Christine	Classroom Aide/Caregiver	CL	Painted Sky Elementary	Increase FTE			+0.30 FTE
Holt	James	Classroom Aide/Caregiver	CL	Prince Elementary	Transfer			
Hoover	Norah	Preschool Aide/Caregiver	CL	Copper Creek Elementary	Increase FTE			+0.50 FTE
Klimiowicz	Vincent	Instructional Technology Specialist	CL	Copper Creek Elementary	Additional Position	3	N/A	
Klimowicz	Vincent	Instructional Technology Specialist	CL	Painted Sky Elementary	Decrease FTE			<0.15 FTE>
Sands	Alma	Food Service Attendant	CL	Ironwood Ridge High	Increase FTE			+0.125 FTE
Arispe	Brooke	ADDN - Section 504	ADCT	Cross Middle School	Correction			Amount: \$3,250.00
Buckwalter	Kristen	ADDN - Homebound	ADCT	Cross Middle School	Addendum			\$30.00 per hour
Garcia	Christopher	ADDN - Section 504	ADCT	Wilson K-8 School	Correction			Amount: \$2,300.00
Garcia	Gemma	ADDN - Certified Tutor	ADCT	Amphi Middle School	Addendum			\$30.00 per hour
Gradillas	Brittney	ADDN - School Support Team	ADCT	Prince Elementary	Addendum			\$20.00 per hour
Grosse	Caitlin	Coach - Soccer Assistant MS	ADCT	Amphi Middle School	Addendum			\$1,511.48
Holt	Nicolas	ADDN - Extra Hours	ADCT	CDO High School	Added Duty			\$28.97 per hour
Holt	Nicolas	ADDN - Extra Hours	ADCT	CDO High School	Added Duty			\$28.97 per hour
Hooton	Rose	ADDN - Curriculum Development	ADCT	Wetmore Center	Addendum			\$25.00 per hour

*	2024-2025 School Year							
Addendum	Employee receiving extra-curricular position or stipend					ADCT		Addendum Certified
Added Duty	Employee working additional hours or days					ADCL		Addendum Classified
Additional Position	Employee working an additional position					ADACS		Addendum Amphi Community Schools
Correction	Correction to contract					CT-AD		Certified Administrative
Decrease FTE	Decrease in hours					CT		Certified
Extension	End date being extended					CL-AD		Classified Administrative
Increase FTE	Increase in hours/contract					CL		Classified
Promotion	Employee receiving a promotion to another position					PR		Professional
Reassignment	Employee moving to another position at the direction of the administration					EL		Elementary
Status Change	Employee changing status (i.e. short term to career)					MS		Middle School
Temporary	Employee working for a limited period of time					HS		High School
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
Hurley	Benjamin	Coach - Basketball Assistant HS	ADCT	Amphi High School	Addendum		\$2,591.11	
Huynh	Hoc	Coach - Wrestling Assistant MS	ADCT	Amphi Middle School	Addendum		\$1,511.48	
Johnson	Neely	Coach - Basketball Assistant MS	ADCT	La Cima Middle School	Rescind			
Kahn	Zachary	Coach - Soccer Assistant MS	ADCT	Cross Middle School	Addendum		\$1,511.48	
Kener	Emily	ADDN - Certified Tutor	ADCT	Prince Elementary	Addendum		\$30.00 per hour	
Kitay	Hillary	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Lewis	Loralee	ADDN - Section 504	ADCT	Copper Creek Elementary	Correction		Amount: \$450.00	
Lidbetter	Erin	ADDN - Section 504	ADCT	La Cima Middle School	Correction		Amount: \$1,000.00	
Lopez	Stephanie	ADDN - School Support Team	ADCT	Walker Elementary	Addendum		\$20.00 per hour	
Malone	Jonathan	ADDN - Certified Tutor	ADCT	Amphi Middle School	Addendum		\$30.00 per hour	
Meitner	Nickolas	ADDN - CTE Internship Mentor	ADCT	CDO High School	Addendum		\$4,500.00	
Ortiz	Chelsea	ADDN - FAFSA Peer Coach Advisor	ADCT	Ironwood Ridge High	Addendum		\$828.00	
Ortiz	Monica	ADDN - CTE Placement Survey	ADCT	Amphi High School	Addendum		\$125.00	
Robles	Nickolas	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Rose	Stileda	ADDN - CTE Internship Mentor	ADCT	Amphi High School	Addendum		\$4,000.00	
Roseman	Ronny	ADDN - CTE Internship Mentor	ADCT	CDO High School	Addendum		\$2,500.00	
Roseman	Ronny	ADDN - CTE Placement Survey	ADCT	CDO High School	Addendum		\$600.00	
Shiba	Robert	Coach - Soccer Head MS	ADCT	Cross Middle School	Addendum		\$1,835.37	
Sullivan	Jenna	ADDN - School Support Team	ADCT	Prince Elementary	Addendum		\$20.00 per hour	
Atondo-Ballesteros	Perla	ADDN - Extra Hours	ADCL	Rillito Center	Added Duty		\$18.47 per hour	
Baird	Leonor	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$17.58 per hour	
Ochoa	Alyssa	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.70 per hour	
Pacheco	Felipe	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$19.80 per hour	
Pinto	Arcilio	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$18.79 per hour	

*	2024-2025 School Year							
Addendum	Employee receiving extra-curricular position or stipend		ADCT		Addendum Certified			
Added Duty	Employee working additional hours or days		ADCL		Addendum Classified			
Additional Position	Employee working an additional position		ADACS		Addendum Amphi Community Schools			
Correction	Correction to contract		CT-AD		Certified Administrative			
Decrease FTE	Decrease in hours		CT		Certified			
Extension	End date being extended		CL-AD		Classified Administrative			
Increase FTE	Increase in hours/contract		CL		Classified			
Promotion	Employee receiving a promotion to another position		PR		Professional			
Reassignment	Employee moving to another position at the direction of the administration		EL		Elementary			
Status Change	Employee changing status (i.e. short term to career)		MS		Middle School			
Temporary	Employee working for a limited period of time		HS		High School			
Transfer	Employee moving from one position to another							



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

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**DATE OF MEETING:**     **January 13, 2026**

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

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**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of January 5, 2026.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

**Date: January 5, 2026**

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

1/13/2026

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Arviso	Victoria	Imagine Preschool Director	CT	Walker Elementary	12/15/2025	Extension
Chavira	Madison	Teacher - Grade 4	CT	Copper Creek Elementary	12/10/2025	Extension
Chavira	Madison	Teacher - Grade 4	CT	Copper Creek Elementary	01/05/2026	Extension
Craig	Morgan	Teacher - Grade 4	CT	Coronado K-8 School	01/02/2026	End
Farnall	Deborah	Teacher - Grade 3	CT	Mesa Verde Elementary	12/03/2025	Start
Quevedo	Shelley	Teacher - Mathematics	CT	Coronado K-8 School	01/05/2026	Start
Resley	Robin	Teacher - Special Education Prescl	CT	Coronado K-8 School	12/12/2025	End
Resley	Robin	Teacher - Special Education Prescl	CT	Coronado K-8 School	11/20/2025	Start
Terrace	Tatum	Teacher - Grade 1	CT	Donaldson Elementary	01/19/2026	Start
Aguirre	Adilene	Parent Educator	CL	Wetmore Center	01/05/2026	Start
Arviso	Victoria	Imagine Preschool Director	CL	Walker Elementary	12/01/2025	Start
Jansen	Sara	Special Education Teaching Assist	CL	Ironwood Ridge High	12/05/2025	End
Keefe	Sandra	Accountant	CL	Wetmore Center	12/15/2025	Extension
Keefe	Sandra	Accountant	CL	Wetmore Center	12/16/2025	End
Kirfman	Jessica	Classroom Aide/Caregiver	CL	Walker Elementary	12/02/2025	End
Outram	Erin	Bus Driver	CL	Transportation	12/02/2025	Extension
Plata	Anna	Cook	CL	Keeling Elementary	01/05/2026	Extension
Quihuis Fleming	Anthony	Custodian II	CL	Ironwood Ridge High	11/20/2025	Start
Quihuis Fleming	Anthony	Custodian II	CL	Ironwood Ridge High	12/10/2025	End
Quinn	David	Library Clerk	CL	Ironwood Ridge High	11/17/2025	Start
Saldana	Marisela	Food Service Attendant	CL	Amphi High School	01/05/2026	Start
Schollian	Kyle	Custodian I	CL	Ironwood Ridge High	12/24/2025	Start
Soto	Suzanna	Food Service Attendant	CL	Amphi High School	12/17/2025	Start

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

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Williams	Danika	Preschool Aide/Caregiver	CL	Walker Elementary	01/14/2026	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**

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**DATE OF MEETING:**      **January 13, 2026**

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

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**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of January 12, 2026.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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

**Date: January 12, 2026**

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

1/13/2026

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Kechely	Leigh	Teacher - REACH	CT-RET	Prince Elementary	05/21/2026	Retirement	
Rios	Emily	Assistant Principal	CT-AD	Ironwood Ridge High	06/30/2026	Resignation	
Henbest de Calvill	Jennifer	Teacher - Art	CT	Amphi Middle School	12/19/2025	Resignation	
Porras	Evette	Teacher - Special Education	CT	Copper Creek Elementary	05/21/2026	Resignation	
Bouck	Monica	Food Service Attendant	CL	La Cima Middle School	12/18/2026	Resignation	
Bravo	Genevieve	Classroom Aide/Caregiver	CL	Prince Elementary	12/11/2025	Resignation	
Burgos	Emily	Special Education Teaching	CL	Rillito Center	11/14/2025	Resignation	
Farmer	Courtney	Alternative Small Vehicle Dri	CL	Transportation	12/12/2025	Resignation	
Farmer	Courtney	Transportation Attendant	CL	Transportation	12/12/2025	Resignation	
Garcia	Juan	Lead Irrigation Systems Mec	CL	Facilities Support	12/16/2026	Correction	End Date
Henry	Kimberly	Bus Driver	CL	Transportation	12/18/2025	Resignation	
Klump	Rachelle	Special Education Teaching	CL	Amphi Middle School	01/09/2026	Resignation	
Lecky	Annabel	Special Education Teaching	CL	Holaway Elementary	12/19/2025	Resignation	
Martinez	Susanna	Food Service Attendant - Le	CL	CDO High School	01/09/2026	Correction	Date
Ochoa	Kathleen	Budget Technician	CL	Federal/State Programs	01/16/2026	Resignation	
Ochoa	Kathleen	Secretary II	CL	Federal/State Programs	01/16/2026	Resignation	
Rivera De Cortes	Connie	Student Services Coordinato	CL	Wetmore Center	05/27/2026	Retirement	
Rodriguez	Jonathan	Bus Driver Trainee	CL	Transportation	12/18/2025	Resignation	
Simmons	William	Instructional Technology Spe	CL	Walker Elementary	05/21/2026	Resignation	
Stovall	Holly	School Administrative Assist	CL	Copper Creek Elementary	01/05/2026	Resignation	
Tacho	Martha	Custodian I	CL	Rio Vista Elementary	12/19/2026	Retirement	
Tobin	Timothy	Special Education Teaching	CL	Rio Vista Elementary	11/13/2026	Resignation	
Vesterdal	Susan	Language Assessment Spec	CL	Federal/State Programs	01/23/2026	Resignation	

\* 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

01/13/2026

Substitutes

GOVERNING BOARD MEETING  
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Bruzina	Thomas		CL		12/03/2025	deceased



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

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**DATE OF MEETING:**      **January 13, 2026**

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

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**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of January 12, 2026.

16

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**RECOMMENDATION:**

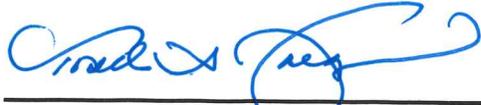
It is the recommendation of the Administration that the Governing Board approve payment of the listed stipend(s) for the identified coaching volunteers.

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**INITIATED BY:**

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

**Date: January 12, 2026**

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

1/13/2026

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Azares	Jerry	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Hernandez	Julius	Coach - Basketball Head MS	Amphi Middle School	Stipend	\$1,835.37
Inclan	Jaclyn	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Jantz	Aunesty	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Kantner	Daniel	Coach - Basketball Assistant MS	Cross Middle School	Stipend	\$1,511.48
Krabbendam	Ethan	Coach - Soccer Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Landers	Courtney	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,591.11
Lopez	Luis	Coach - Wrestling Head MS	Cross Middle School	Stipend	\$1,835.37
Matthews	Jonathan	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 Head MS	Cross Middle School	Stipend	\$1,835.37
Poling	Emily	ADDN - Flags Coach HS	Ironwood Ridge High	Stipend	\$1,349.53
Trippe	John	Coach - Soccer Head MS	Amphi Middle School	Stipend	\$1,835.37

\* 2024-2025 School Year



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

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**DATE OF MEETING:** January 13, 2026

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

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**BACKGROUND:**

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

December 9, 2025

**RECOMMENDATION:**

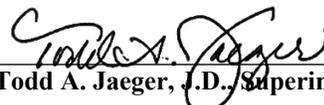
The Administration recommends that the minutes of the previous meeting(s) be approved.

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**INITIATED BY:**

  
Jen Anderson  
Executive Assistant to the Superintendent & Governing Board

Date: January 6, 2026

  
Todd A. Jaeger, J.D., Superintendent

**Minutes of the Regular Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, December 9, 2025**

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A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, December 9, 2025, beginning at 6:00 p.m. at Canyon del Oro High School, 25 W Calle Concordia, Tucson, AZ 85704 in the Fine Arts Auditorium.

**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  
Mr. Matthew A. Kopec, Member

**Superintendent's Cabinet Members**

Mr. Todd A. Jaeger, J.D., Superintendent  
Ms. Tassi Call, Associate Superintendent for Elementary Education  
Mr. Matthew Munger, Associate Superintendent for Secondary Education  
Mr. Scott Little, Chief Financial Officer  
Mr. 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 6:00pm.

**2. PLEDGE OF ALLEGIANCE**

Superintendent Jaeger introduced Ms. Stephanie Hillig, Principal of Painted Sky Elementary. Ms. Hillig asked teacher Ms. Sarah Natale to introduce the students leading the Pledge. Ms. Natale explained the students are members of the National Elementary Honor Society (NEHS) which recognizes outstanding student achievement, leadership, and service. She spoke about the various service projects the students had planned for the rest of the school year and introduced Laurel, Vera, Ava, Luke, Reid, Ben, Noah, and Grace. The students led the Pledge of Allegiance.

Ms. Cox Golder presented the students with certificates of recognition and each student introduced their family in the audience. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Hillig, Ms. Natale, and the Painted Sky students.

**3. RECOGNITION OF STUDENT ART**

Ms. Hillig introduced Art teacher, Ms. Chelsea Yaffa to speak about the student art displayed at the Wetmore District offices. Ms. Yaffa spoke about the different mediums and techniques her students have experimented with this school year. She also spoke about productive struggle and her students having to work through things that are initially difficult for them. Ms. Yaffa shared that her students have worked on collages, 3D color wheels, mandala inspired paintings and neurographic art.

Ms. Cox Golder presented Ms. Yaffa with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, and Ms. Yaffa to mark the occasion.

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

President Zibrat announced the next Organizational Meeting is scheduled for Tuesday, January 13, 2025 at 6:00 p.m. at Canyon del Oro High School in the Fine Arts Auditorium.

## **5. RECOGNITIONS**

### **A. Recognition of Ironwood Ridge High School 2025 Girls Cross Country Division II State Championship and Individual State Runner-Up**

Superintendent Jaeger asked Mr. Armando Soto, Director of Interscholastic, to come forward. Mr. Soto stated that last year, this team was the state runner-up. He asked Coaches Michael Smith and Bob Jones to come forward with the team.

Coach Smith introduced team members Sorella, Sophia, Kylie, Caitlin, Kelsey, Jessica, Olivia, Sophia, and Ash. He explained that in the final meet, the top five finishers' scores combine to become the team's final score. Ironwood Ridge scored 45 points which put them 29 points ahead of the second place team. Coach Smith spoke about the girls' teamwork, preparation, and commitment to one another. He spoke about each girls' finish and gave special accolades to the two alternates who trained all year and were ready to step in if needed.

Dr. Gemma congratulated the team on their state title and asked what each member's average mileage was each week.

Coach Smith stated the girls had been working for about 24 weeks this season and averaged 30-40 miles a week each.

Dr. Gemma presented the team and coaches with certificates of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Coach Smith, Coach Jones, and the members of the girls cross country team to mark the occasion.

### **B. Recognition of National Merit Scholarship Commended Students and Semifinalists**

Superintendent Jaeger stated that in addition to athletic recognitions, it is equally exciting to recognize students for their academic accomplishments and this one is particularly significant. He asked Canyon del Oro Principal, Ms. Tara Bulleigh, to come forward to introduce her students.

Ms. Bulleigh introduced CDO's National Merit Commended students, Elijah, Isidoro, Jacob, and Sebastian as well as the National Merit Semi-Finalists, Chad, Cian, and Joey. She spoke about each students various academic achievements, their involvement in multiple extracurricular activities, and their plans for the future.

Vice President Day presented the students with certificates of recognition. Each student introduced their families in the audience and some thanked their teachers as well. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Bulleigh and students to mark the occasion.

Ironwood Ridge High School Principal, Dr. Oranté Jenkins, introduced his National Merit Commended student, Shawn. Dr. Jenkins spoke about Shawn's academic achievements, involvement in extracurricular activities, and future plans after graduation. Shawn thanked his mother and his chemistry teacher for their support. A picture was taken with the Governing Board, Superintendent Jaeger, Dr. Jenkins, and Shawn.

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

President Zibrat asked Superintendent Jaeger to introduce the awards.

Superintendent Jaeger stated each month during the school year a certificated and classified staff member are recognized with a Distinguished Service Award. He asked Mr. Chris Trimble, Principal of Wilson K-8 to introduce the classified recipient.

Mr. Trimble introduced Ms. Teresa McCabe, Library Assistant at Wilson K-8. Mr. Trimble described Ms. McCabe as a beacon of curiosity, kindness, and excellence. He spoke about all of the things Ms. McCabe does to enrich the lives of students at Wilson and enhance their love of reading. Mr. Trimble expressed his gratitude for the relationships Ms. McCabe builds with students and what an asset she is to the Wilson K-8 community.

A video played highlighting Ms. McCabe's contributions to the District.

Superintendent Jaeger asked Ms. Samantha Doyle, Principal of Prince Elementary, to introduce the certificated recipient. Ms. Doyle introduced Kelcy Bronson, Preschool Director. Ms. Doyle described Ms. Bronson as an exceptional educator whose dedication, creativity, and leadership make her an invaluable member of the Prince community. She went on to describe her role on the leadership team and as a mentor to others as well as an amazing advocate for inclusion and collaboration. Ms. Doyle spoke of Ms. Bronson's heart for serving others, meaningful lessons, and positive relationships with students.

A video played highlighting Ms. Bronson's contributions to the District.

President Zibrat asked if the recipients would like to say anything. Ms. McCabe stated she appreciated the recognition and thanked Ms. Shephard and her husband for their support. Ms. Bronson thanked her family for their support and commented that she started in Amphi as a kindergardener herself and has now been teaching eleven years.

President Zibrat presented Ms. McCabe and Ms. Bronson each with a certificate of recognition from the Governing Board, a Distinguished Service Award and a gift card donated by the Amphi Foundation. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. McCabe, Mr. Trimble, Ms. Bronson, and Ms. Doyle to mark the occasion.

#### **D. Recognition of 2025 District Legendary Teacher Award Recipient**

Superintendent Jaeger explained that this recognition is special because it is based off of community nominations and the winner is selected by a third party. This year's Legendary Teacher, Ms. Brooke Wood, Kindergarten teacher from Painted Sky was nominated by parent, Ms. Jenelle Davis.

Ms. Davis read her nomination which spoke of Ms. Wood's dedication, compassion, and unwavering belief in her students.

Ms. Wood thanked Ms. Davis and her family and said it was an honor to work with her son and all of the other students in her class.

President Zibrat presented Ms. Wood with a certificate of recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Wood, and Ms. Davis.

#### **E. Recognition of Finalist for 2025 University of Arizona Athletics Top 10 Teachers of the Year Award**

Superintendent Jaeger remarked that this was one of the most prestigious teaching awards in Pima County which is bestowed by the University of Arizona Athletics Department and Amphitheater is often fortunate to have a top ten finalist each year. He asked Ms. Bulleigh to introduce this year's finalist, Ms. Tenaya Sanchez.

Ms. Bulleigh shared that Ms. Sanchez has been teaching for 13 years and has watched her blossom into a highly impactful teacher and mentor. Ms. Bulleigh read from her nomination which speaks about Ms. Sanchez's passion for learning and teaching, her contributions to the International Baccalaureate Programme, the REACH gifted program, and her identification as a Highly Effective Teacher each year. Ms. Bulleigh went on to speak about Ms. Sanchez's use of personal choice and high expectation in her classroom and her commitments to leading extracurricular activities on campus for students. Ms. Bulleigh praised Ms. Sanchez as an amazing teacher who facilitates a student-centered classroom and a growth mindset.

Dr. Gemma presented Ms. Sanchez with a certificate of recognition. Ms. Sanchez expressed her gratitude to the CDO leadership and colleagues who are also very deserving of this recognition. A picture was taken with the Governing Board, Superintendent Jaeger, Ms. Sanchez, and Ms. Bulleigh to mark the occasion.

### **6. INFORMATION**

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

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

Superintendent Jaeger shared highlights of recent events in the District.

- Innovation Academy hosted their annual "Balloons Over Broadway" celebration with students parading floats they crafted in class

- Third graders at Prince Elementary became “text-feature” surgeons last month with a hands-on literacy lesson that blended teamwork and critical thinking
- Holaway students and Tucson Police Department kicked off the holiday season with a celebration complete with treats, photos with Santa, and chatting with Police Chief Kasmar
- Oro Valley Mayor Joe Winfield paid a visit to Copper Creek kindergarteners
- Oro Valley Police Dog, Ari, visited Painted Sky to spread holiday cheer
- Elementary and middle school students have been competing in their their school spelling bees over the past month. The District bee is January 21<sup>st</sup>.

## **B. Status of Construction Projects**

*For the Status of Construction Projects PowerPoint see Exhibit 2.*

Superintendent Jaeger asked Mr. La Nasa to deliver his monthly report detailing construction projects in the District. Mr. La Nasa shared details about the following projects:

- Amphitheater High School Main Gym floor repairs using bond funds
- Ironwood Ridge High School Cooling Tower Replacement using Building Renewal Grant funds

Mr. La Nasa shared that the grant funding for November 2025 totaled \$463, 542 and total funding so far for the 2025-2026 school year is \$7,261,202. He offered to answer any questions. There were none.

*President Zibrat called for a seven minute break at 7:25pm. The meeting resumed at 7:32pm.*

## **7. PUBLIC COMMENT**

There was no public comment.

## **10. STUDY/ACTION**

### **A. Study and Approval of the Revised Expenditure Budget #2 for Fiscal Year 2025-2026; Public Hearing**

*For the Revised Expenditure Budget #2 for Fiscal Year 2025-2026 see Exhibit 3.*

Superintendent Jaeger explained that if there was no objection, he would like to move up the Study/Action agenda item as the information contained in it is pertinent to discussions later in the agenda. There were no objections. Superintendent Jaeger asked Mr. Scott Little to deliver an update on the Budget Revision.

Mr. Little explained that state statute requires school districts to revise their budgets in December to reflect updated projections of enrollment by using attendance during the first 100 days of school. He went on to explain group A and group B funding which categorizes funding for students and utilizes different formula weights for different populations. Mr. Little stated that group A had a drop of 282 students and noted the drop was likely due to Empowerment Scholarships. He went on to say that based on that enrollment decline, the budget revision represents a projected funding drop from last fiscal year of just over \$5.3 million. Mr. Little wished to point out that last year there was a budget balance carry forward that was used to balance the budget. He noted that there will be no budget carry forward for next year. Mr. Little expressed his appreciation to the Board for moving this item up on the agenda so that the public can be aware of the seriousness of the District’s fiscal issues. He offered to answer any questions.

President Zibrat declared the public hearing open and asked for any comments from the public. Seeing none, she declared the public hearing closed

*President Zibrat moved to approve the Revised Expenditure Budget #2 for Fiscal Year 2025-2026. Mr. Kopec seconded the motion. Voice vote in favor-5. President Zibrat, Vice President Day, Ms. Cox Golder, Dr. Gemma, and Mr. Kopec. Opposed-0.*

## **8. CONSENT AGENDA**

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

Amphitheater Public Schools Public View - BoardBook Premier

President 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 8. A.– N. be approved as presented. Dr. Gemma seconded the motion. Vote in favor – 5. President Zibrat, Vice President Day, Ms. Cox Golder, Dr. Gemma, and Mr. Kopec. Opposed – 0. Consent Agenda Items 8. A.-N. passed.

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

The Governing Board approved the Appointment of Non-Administrative Personnel as submitted in Exhibit 4.

**B. Approval of Personnel Changes**

The Governing Board approved Personnel Changes as submitted in Exhibit 5.

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

The Governing Board approved Leave(s) of Absence as submitted in Exhibit 6.

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

The Governing Board approved Separation(s) and Termination(s) as submitted in Exhibit 7.

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

The Governing Board approved Stipend for Coaching Volunteers as submitted in Exhibit 8.

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

The Governing Board approved minutes from the November 18, 2025 meeting as submitted in Exhibit 9.

**G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,233,554.64**

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1136	\$58,545.50	1137	\$53,336.04	1138	\$6,573.81
1139	\$13,826.89	1140	\$40,534.77	1141	\$43,075.12
1142	\$7,199.30	1143	\$29,745.81	1145	\$115,308.15
1146	\$42,172.37	1147	\$106,537.62	1148	\$215,522.06
1149	\$90,643.24	1150	\$166,098.15	1151	\$18,600.49
1152	\$114,301.10	1153	\$104,140.28	1155	\$7,393.94

**F. Acceptance of Gifts**

The Governing Board approved the Acceptance of Gifts as submitted in Exhibit 11.

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

The Governing Board approved CDO Girls Basketball Booster, IRHS Girls Soccer Booster, CDO Men's Soccer Booster, and JOM Indian Education Committee as submitted in Exhibit 12.

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

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

**I. Approval of 2026-2027 Governing Board Meeting Schedule**

The Governing Board approved the 2026-2027 Governing Board Meeting Schedule as submitted in Exhibit 13.

**J. Joint Resolution Expressing Concern and Disapproval Regarding the Draft Plans for a Potential Pima County Joint Technical Education District (JTED) Special Bond Election**

The Governing Board approved the Joint Resolution Expressing Concern and Disapproval Regarding the Draft Plans for a Potential Pima County Joint Technical Education District (JTED) Special Bond Election as submitted in Exhibit 14.

## **K. Approval of the 2025-2026 District 301 Plan**

*The Governing Board approved the 2025-2026 District 301 Plan as submitted in Exhibit 15.*

## **N. Approval of Out of State Travel**

*The Governing Board approved Out of State Travel as submitted in Exhibit 16.*

### **9. STUDY**

#### **A. Review of Superintendent's Proposal for Consolidation of Schools Due to Declining Enrollments, to be Effective for the 2026-2027 School Year:**

- a. **Closure of E.C. Nash Elementary School, with Students to Attend Walker Elementary and Keeling Elementary;**
- b. **Closure of Francis Owen Holaway Elementary School, with Students to Attend Rio Vista Elementary;**
- c. **Closure of Marion Donaldson Elementary School, with Students to Attend Mesa Verde Elementary and Walker Elementary; and**
- d. **Closure of Copper Creek Elementary School, with Students to Attend Harelson Elementary and Wilson K-8.**

*For the Superintendent's Proposal for Consolidation of Schools PowerPoint, see Exhibit 17.*

Superintendent Jaeger acknowledged the burden on each of the Board members' shoulders at having to consider the recommendation to close schools. He reiterated the dire budget situation that Amphitheater as well as other Districts across the state are facing as the Board has been studying the various factors contributing to the necessity of closures over the last year.

Superintendent Jaeger offered an overview of the history of the Amphitheater District which was founded in 1893 with one schoolhouse and eleven students, ballooned to more than 18,000 students in the early 2000's, and the eventual decline of enrollment leading to a current enrollment of approximately 10,500 students.

He went on to speak about recent District achievements including:

- Implementation of a Promise of a Graduate
- Substantially improved letter grades for all schools
- Three schools earning the A+ School of Excellence designation
- District-wide rigorous standards-based curricula
- Expanded inclusion and CTE programs
- Growth of technology access

Superintendent Jaeger offered detailed explanations of the current challenges that are having an affect on public education and enrollment:

#### **Birth Rate**

- Dropped 36% between 2006 and 2023 with Pima County reporting the lowest birthrate of all major Arizona counties
- Demographers advise that the current trend of birth decline will not change by any significant measure until at least 2050

#### **Charter Schools**

- The 1990's saw the birth of charter schools in Arizona
- Amphitheater has 12 charter schools within its boundaries
- Charter school enrollment continues to grow throughout the state but it is also being affected by private school vouchers

## Vouchers

- Empowerment Scholarship Accounts (ESA's or vouchers) offer parents state funding for private schooling
- Arizona is currently issuing over 96,000 vouchers totaling over \$1 billion
- There is very little oversight and instances of fraudulent spending of funds for non-educational items
- In 2024, families of 1,367 students within Amphitheater boundaries took vouchers amounting to more the \$9.5 million which would have funded public education if the students had enrolled in a public school

## Operational Costs

- Amphitheater operated at 231 square feet per pupil in 2024; the state average is 158 square feet per pupil
- Estimated expenses for operating the additional square footage in 2024 was \$7.2 million
- The state has withheld \$7.2 billion from public schools to support building improvement which exacerbates operational cost impacts

## Inflation

- For years, the Arizona legislature has failed to comply with state law mandating inflationary increases at the rate of inflation until they repealed the law altogether in the 1990's.
- The rate of inflation is outpacing the rate of state funding increases

Superintendent Jaeger stated that each of these factors have contributed to the recommendations being brought forth. He spoke about Isaac School District which was placed into receivership after failing to promptly respond to enrollment decline and also spoke to the nearly 40 schools that have been closed statewide with more coming.

Superintendent Jaeger spoke about the negative outcomes that would result if schools are not consolidated including financial insolvency, reduction in programmatic offerings, fee increases for families, wage and benefit freezes, and significant job losses. He offered an overview of the review and recommendation-making process that has occurred over the last year which has included:

- Cost reductions of \$3.6 million last school year
- Announcement of consolidation planning
- Formation of a Budget Advisory Committee to study data and provide recommendations
- Discussions with various advisory groups (Teacher, Support Staff, Community Council, and Student Advisories)
- Set non-negotiables for the consolidation plan
- Reviewed data (enrollment, capacity, costs)

Superintendent Jaeger shared capacity, current enrollment, percent of current capacity, and annual operational costs of each elementary school to illustrate why each school was chosen for consolidation. His recommendation is as follows:

<b>Closing Buildings</b>	<b>Welcoming Schools</b>
Copper Creek Elementary School	Wilson K-8 and Harelson Elementary Schools
Donaldson Elementary School	Mesa Verde Elementary School
Nash Elementary School	Keeling and Walker Elementary Schools
Holaway Elementary School	Rio Vista Elementary School

He went on to outline the low enrollment at each school, high operational costs, and the benefits of consolidating with the chosen welcoming schools). Superintendent Jaeger explained that students will have access to more programmatic opportunities, transportation effects will be minimal, food service will be unaffected, and students with special needs will continue to receive services. He went on to explain feeder patterns will be maintained, receiving schools have the same or a higher academic achievement profile, and class size ratios set forth by district policy and the current override will be maintained. Superintendent Jaeger also went on to say that families may apply for open enrollment at any District school and any current open enrollment students do not need to reapply. He stated that students with special needs will receive personalized coordination regarding placement and supports for the next school year. This will ensure a continuum of programming and services and provide continuity of IEP services for students.

Superintendent Jaeger stated staffing decisions would be based on long-standing District policy and that District administration has already met with the staff at affected sites to discuss the transition. He explained 50-60 teachers are hired each year due to staff attrition even with last year's enrollment declines and every attempt will be made to place displaced support staff into other available positions.

Superintendent Jaeger outlined the plan moving forward:

- Matter submitted for Governing Board action on January 13<sup>th</sup>, 2026
- If decision is finalized, work will begin developing new community relationships, preserving history, honoring traditions, ensuring families feel welcome in welcoming schools
- Operational plans for new boundaries, bus routes, food service will be developed and communicated
- District teams will work to determine best uses for the closed buildings and land with community input

He went on to discuss positives and possibilities brought forth due to the consolidation:

- Continued focus on student achievement and growth
- Expansion and strengthening of programs
- Larger grade level teaching teams with greater opportunities for collaboration and professional learning
- Opportunity to create shared values and a cohesive school identity
- Reduction in underutilization of buildings
- Freed up budget capacity to meet other needs

Superintendent Jaeger concluded with summarizing a vision for the future which includes program expansion, continuing to meet the need of the community and students, ensuring the promise of every student is realized, continuous improvement in learning and working environments, and a continuing culture of care for students, staff, parents, and community. He opened the floor to Governing Board members to ask questions or make comments.

Dr. Gemma expressed his appreciation for such a thorough presentation. He asked what has been done to attract and maintain students.

Superintendent Jaeger explained that the primary way to attract students is by elevating the district's reputation through professional staff development and curricula which has resulted in rising test scores. In addition, three schools have received the A+ designation from the Arizona Educational Foundation with the hope of more next year. He went on to speak about marketing tactics such as sending postcards to families in other zip codes, highlighting STEM education and Maker Spaces in schools, and considering crossing county lines to transport students from Oracle who may wish to attend Amphitheater schools.

Dr. Gemma stated having worked in the District in the early 2000's, he can attest to the progress made over the last 16 years. He thanked the staff for their expertise in this proposal.

Mr. Kopec asked if the birth rate has hit the floor of the decline and if there are any notes on residential development that may bring in more students.

Superintendent Jaeger stated it is unknown if the birthrate decline has hit the lowest point, but it is down about 38% according to demographers. He went on to say that homes located in the District are expensive and rather than being filled with families, they are being bought or already occupied by retirees. Superintendent Jaeger noted that families are drawn to places like Vail and Marana where housing is less expensive.

Vice President Day asked about data detailing which grade cohorts most utilize vouchers.

Superintendent Jaeger stated the state doesn't offer a lot of specific information because the system has little accountability, but Amphitheater does see a lot of students return to public school for ninth grade because families recognize the robust offerings of our public high schools with programs like Career and Technical Education.

Ms. Cox Golder stated that most of the feedback she has received has been from Copper Creek parents and she understands many moved to that neighborhood because of the community school located within it. She acknowledged it closing may feel like a major loss for families in that neighborhood, but noted that the money saved by not keeping it open can be funneled to their new home schools which will greatly benefit all of the students and their children will grow to love those schools as well.

Mr. Kopec acknowledged the unfortunate situation the District is in with having to consolidate schools, but acknowledged the alternatives such as financial insolvency are unacceptable. He spoke about the state's mismanagement of education funds and the necessity to make fair, data driven decisions in the best interest of the District as a whole.

President Zibrat stated that it was time to hear from the public on this specific issue. She directed people who wished to speak to fill out a blue comment card if they hadn't already. She read the guidelines for public comment.

January Multhrup is a teacher at Copper Creek Elementary. She stated she is not in disagreement with the dire financial situation the District is facing, but asked the Governing Board to reconsider the recommendation to close Copper Creek. Ms. Multhrup spoke about the disruption of splitting up teams of students and staff particularly the cross-categorical students from the rest of the student body. She went on to speak about the highly trained and experienced staff and their inclusive models. Ms. Multhrup suggested a better option would be to move Painted Sky students to Copper Creek instead.

Lorella Ritzell is a Copper Creek staff member. She spoke about her early experiences with Copper Creek as a parent and then eventual employee. She asked that the Governing Board consider putting a pause on closing Copper Creek. Ms. Ritzell spoke about the strong inclusion model, use of AVID strategies, and the importance of maintaining their strong teams. She stated putting more students on their campus would offset the operating costs and she encouraged Board members to visit the campus.

Gina David is a Special Education teacher and spoke about the importance of a stable, consistent, and caring environment for students, particularly those with special needs. She stated that the decision to close a school needs to be more than just budgetary, but a decision that will disrupt the least and create the best student outcomes. Ms. David spoke about the negative impact of disrupting a school with such a large special education population, the amazing dedication and effective model of inclusion Copper Creek is operating, and the ability of Copper Creek to easily absorb more students from another site.

Caitlin Provencio is a Holaway parent and asked the Governing Board to reconsider the current recommendations. She stated moving forward seems like a rushed decision made without adequate input from families. She stated alienating families will have a financial impact as they will opt to explore other educational opportunities for their students. Ms. Provencio spoke about walking to Rio Vista not being a realistic option so if she has to drive her students to school she may as well explore her out of district options as well. She shared her family's long history with the District, but her dissatisfaction with this process.

Jenn Price is a parent and spoke about her son's difficult experience in kindergarten two years ago, but the eventual turn around due to the relationship he was able to build with a very skilled teacher who took the

time to get to know her son. She spoke about the research supporting the importance of positive teacher/student relationships and that breaking up cohesive teams will have a damaging affect on students.

Andrew Perkins is the parent of a Copper Creek preschool student with special needs. He expressed a concern with the demographer’s data stating a declining birth rate is being offset with an influx of people moving to Arizona. Mr. Perkins questioned whether the Board was moving too quickly to close schools and urged the Board to put off the vote and allow the parents and teachers to have a third party audit the findings and recommendations. He concluded that a rushed decision demonstrates that the District has abdicated its fiduciary responsibility.

Brad Stein is a parent of a Copper Creek student. He noted that the decision to close four schools seems reactionary rather than visionary and would only provide temporary relief. Mr. Stein stated public schools lack competitiveness and so parents are choosing alternatives. He spoke about expanding the effective model demonstrated by Innovation Academy and making investments to expand Amphi’s competitiveness. He spoke about the alternative of using Copper Creek’s large campus to serve as a hub of excellence that attracts students from local charter schools.

Halley Lowry is the parent of a Copper Creek student and spoke about the correspondence she has shared with the Governing Board on several occasions outlining her concerns related to the school closures as well as possible non-compliance with state statutes. She went on to speak about the petition signed by Copper Creek families, the attorney general’s investigation on ESA fraud, and the District’s deficiencies pointed out by the Auditor General. Ms. Lowry asked that the Board consider the data and information she provided in her correspondence and pause before moving forward with the closure of schools.

Virginia Morris is a Copper Creek parent and asked the Board to consider the human aspect of closing a neighborhood school like Copper Creek. She spoke about the disruption to students’ routines, displaced staff, and the loss Copper Creek alumni will feel not being able to return to their school in the future. Ms. Morris asked the District to look deeper into this issue and to explore another solution.

Megan Mascareno is a Copper Creek parent and spoke about her children’s teachers over the years and the importance of their neighborhood school. She questioned the cost savings of moving students from Copper Creek, but yet having to maintain the empty building. Ms. Mascareno questioned if the cost savings would be greater if another school was closed instead.

**11. PUBLIC COMMENT**

There was no further public comment.

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

Mr. Kopec asked for responses to the concerns brought up by the public during the call to the audience.

**13. ADJOURNMENT**

*Vice President Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor-5. President Zibrat, Vice President Day, Ms. Cox Golder, Dr. Gemma, and Mr. Kopec. Opposed-0. The meeting adjourned at 9:48pm.*

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

December 23, 2025  
Date

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

January 13, 2026  
Date



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

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**DATE OF MEETING:** January 13, 2026

**TITLE:** Approval of Revision to the 2025-2026 Governing Board Meeting Schedule

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**BACKGROUND:**

Meetings of the Amphitheater Governing Board typically are held the second and fourth Tuesday of each month during the regular school year. Administration requests to move the Regular February 10, 2026 meeting to February 3, 2026. The revised 2025-2026 Governing Board meeting schedule for the Amphitheater School District is presented to the Board for approval.

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**RECOMMENDATION:**

The Administration recommends that the revised 2025-2026 meeting schedule for the Amphitheater Governing Board be approved as presented.

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**INITIATED BY:**

  
\_\_\_\_\_  
Jen Anderson  
Executive Assistant to the Superintendent and Governing Board

Date: January 7, 2026

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

## **Amphitheater Governing Board 2025-2026 Meeting Schedule**

The Governing Board of Amphitheater Unified School District No. 10 of Pima County will hold regular Governing Board meetings and Special Governing Board meetings, along with Executive Sessions, on the dates listed below. During months when two meetings are scheduled, the first meeting of the month the Governing Board will conduct primarily regular business. On the second meeting of the month the Governing Board will conduct primarily executive session business for student discipline and other closed session matters. In months when just one meeting is scheduled, the Board may conduct both regular business and executive session matters. Additional meetings may be called by the Board as needed.

All Governing Board meetings are held in the Leadership and Professional Development Center, at 701 W. Wetmore Road, Tucson, Arizona, 85705 unless notice to the contrary is posted. Generally, regular meetings will begin at 6:00 p.m., and special meetings at 5:30 p.m. As times vary, current information will be indicated on agenda postings.

Notices and agendas of all Governing Board meetings and its committees, including updates to location or time, will be posted not less than 24 business hours in advance of the meeting. These notices and agendas will be posted at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the bulletin board case located at the front center entrance. Agendas are also posted on the District’s website: [www.amphi.com](http://www.amphi.com). For more information, you may contact the Governing Board office at (520) 696-5158.

<u>2025-2026</u>	<u>TYPE OF MEETING</u>
Tuesday, July 8, 2025	Special Public Meeting
<b>Tuesday, July 29, 2025</b>	<b>Regular Public Meeting</b>
<b>Tuesday, August 12, 2025</b>	<b>Regular Public Meeting</b>
Tuesday, August 26, 2025	Special Public Meeting
<b>Tuesday, September 9, 2025</b>	<b>Regular Public Meeting</b>
Tuesday, September 23, 2025	Special Public Meeting
<b>Tuesday, October 14, 2025</b>	<b>Regular Public Meeting</b>
Tuesday, October 28, 2025	Special Public Meeting
<b>Tuesday, November 18, 2025 *</b>	<b>Regular Public Meeting</b>
<b>Tuesday, December 9, 2025 *</b>	<b>Regular Public Meeting</b>
<b>Tuesday, January 13, 2026</b>	<b>Organizational Public Meeting</b>
Tuesday, January 27, 2026	Special Public Meeting
<b>Tuesday, February 3, 2026</b>	<b>Regular Public Meeting</b>
Tuesday, February 17, 2026	Special Public Meeting
<b>Tuesday, March 10, 2026</b>	<b>Regular Public Meeting</b>
Tuesday, March 24, 2026	Special Public Meeting
<b>Tuesday, April 14, 2026</b>	<b>Regular Public Meeting</b>
Tuesday, April 28, 2026	Special Public Meeting
<b>Tuesday, May 12, 2026</b>	<b>Regular Public Meeting</b>
Tuesday, May 26, 2026	Special Public Meeting
<b>Tuesday, June 9, 2026</b>	<b>Regular Public Meeting</b>
Tuesday, June 23, 2026	Special Public Meeting

\*Indicates months when there is only one Board meeting scheduled: November and December.

*Pending Governing Board approval*



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

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**DATE OF MEETING:**      **January 13, 2026**

**TITLE:**      **Approval of Vouchers Totaling and Not Exceeding \$2,373,855.66(Final Total)**

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**BACKGROUND:**

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

**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: January 12, 2026

Todd A. Jaeger, J.D., Superintendent



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

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**DATE OF MEETING:**      **January 13, 2026**

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

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**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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Scott Little, Chief Financial Officer

Date: January 5, 2026

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Todd A. Jaeger, J.D., Superintendent

Gifts and Donations	Donor	Site
Ibanez Guitar	Anonymous	AMPHITHEATER HIGH SCHOOL
GE Electric Range	Tucson Appliance	CANYON DEL ORO HIGH SCHOOL
ACH in the amount \$105.00	American Online Giving Foundation	OTHER
Ck in the amount \$3,379.90	Innovation Academy PTO	INNOVATION ACADEMY
Ck in the amount \$736.00	American Online Giving Foundation	PAINTED SKY ELEMENTARY
Flute	Ann Burba	AMPHITHEATER MIDDLE SCHOOL
Ck in the amount \$38.81	Charities Aid Foundation America	KEELING ELEMENTARY
Ck in the amount \$600.00	Casas Adobes Congregational UCC	KEELING ELEMENTARY
Trumpet	Fabian Cordova	INNOVATION ACADEMY



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

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**DATE OF MEETING:**        **January 13, 2026**

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

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**BACKGROUND:**

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

CDO Choir Boosters

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: January 5, 2026

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*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 CDO Choir Boosters

School Canyon del Oro High Sch

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

Taxpayer I.D. 84-3394994

OFFICERS:

Name: Dan Moreno

Name: Doug Kemp

Office Held: President

Office Held: Treasurer

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

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

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

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

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

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

Date taking office: 07/30/25

Date taking office: 01/15/25

Name: Brandi Hoffman

Name: Laura Kemp

Office Held: Vice President

Office Held: Secretary

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

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

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

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

Date taking office: 07/30/25

Date taking office: 12/11/24

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

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

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

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

Member meetings held how often? monthly during school year Executive meetings held how often? monthly during school year

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

[Signature]  
Signature

7-30-25  
Date

[Signature]  
Signature

12/1/25  
Date

[Signature]  
Signature

7/30/25  
Date

[Signature]  
Signature

7-30-25  
Date

Site Administrator's Approval: [Signature]  
Signature

12/4/25  
Date

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 11/13/26



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

---

**DATE OF MEETING:**      **January 13, 2026**

**TITLE:**            **Approval of Disposal of Surplus Property via PublicSurplus.com**

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**BACKGROUND:**

With Governing Board approval, the Administration will sell via an Internet-Based Online-Sale the following surplus property:

<u>Description</u>	<u>Quantity</u>
Buses	3
Trucks	3
Shop Table Bench	1
Module Brake System	1

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve the disposal of surplus property at a competitive Internet-Based Online-Sale via PublicSurplus.com.

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**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: December 18, 2025

*Todd A. Jaeger*

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Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:**        **January 13, 2026**

**TITLE:**    **Approval of Lease Agreement with T-Mobile West, LLC**

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**BACKGROUND:**

The Governing Board has previously authorized leasing of space on school grounds to third parties for the purpose of constructing and operating cellular telecommunications sites. One such lease agreement was authorized by the Governing Board in 2017 with Verizon Wireless for a ground and rooftop lease on the Fine Arts Building at Ironwood Ridge High School.

T-Mobile has contacted the Administration to request a lease agreement to install and operate a cellular telecommunications site at Ironwood Ridge High School, co-locating with the Verizon Wireless site on the roof top of the Fine Arts Building.

The District has vacant space to accommodate a second cellular communication site on the ground and co-locating on the rooftop of the Fine Arts building at Ironwood Ridge High School. Terms of the existing lease agreement with Verizon Wireless and the proposed lease agreement with T-Mobile require each carrier not to interfere with operations of District owned equipment or other tenant equipment.

This agenda item is presented to permit the District to enter into a lease agreement at Ironwood Ridge High School with T-Mobile. The proposed lease is for a five-year term. Unless terminated by the District or T-Mobile, the lease term will automatically be renewed for three additional five-year terms with a maximum combined initial term and all renewal terms not to exceed twenty years. The lease is advantageous to the District financially with receipt of monthly lease payments.

District Legal Counsel has reviewed the agreement and has determined that it is within the power and authority of the Amphitheater Governing Board to enter into the agreement.

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board approve the Lease Agreement with T-Mobile West, LLC and authorize the Administration to execute the Lease Agreement.

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**INITIATED BY:**

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

**Date: January 7, 2026**

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

## SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Amphitheater Unified District No. 10 ("**Landlord**") and T-Mobile West, LLC, a Delaware limited liability company ("**Tenant**"). Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 2475 W. Naranja Dr., Oro Valley, AZ 85742 as further described on **Exhibit A** (the "**Property**"). The Property includes **two hundred square** feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "**Premises**"). In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade.

a) **Option** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The Option period shall commence on the Effective Date and shall continue for one (1) year (the "Option Period"). Tenant shall pay Landlord One Thousand and 00/100 dollars (\$1,000.00) for the Option Period. If Tenant has not exercised the Option within the Option Period, it shall expire automatically without further notice by either Party, and this Lease shall effectively terminate. For avoidance of doubt, the Option fee under this section is non-refundable and not a credit against future Rent.

2. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary Landlord grants Tenant and its agents limited power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals. Tenant expressly has no authority to bind Landlord financial or grant third path rights.

3. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-

wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("Tower"), Landlord warrants that the Tower has structural capacity to support the Antenna Facilities as shown on Exhibit B, (b) Tenant shall have the right to install the Antenna Facilities shown on Exhibit B at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for the Antenna Facilities shown on Exhibit B.

4. **Lease Term.** The Initial Term of the Lease shall be five (5) years, commencing on the date of Tenant's exercise of the Option (the "Commencement Date") and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "Initial Term").

a) The Lease shall automatically renew for **three (3) additional renewal terms of five (5) years each** (each, a "Renewal Term"), unless Tenant provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term.

b) The combined duration of the Initial Term and all Renewal Terms shall not exceed **twenty (20) years**.

5. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of one thousand nine hundred dollars (\$1,900.00) per month (the "Rent"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month. The Rent shall increase annually by three percent (3%) on each anniversary of the Commencement Date.

b) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

c) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

6. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant.

a) Any interference shall be deemed a material breach of this Lease. Upon written notice from either Party identifying the interference, the Party causing the interference shall have thirty (30) days to cure.

Following the applicable notice and opportunity to cure, Tenant may exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease. This provision satisfies the District's requirement to ensure no RF interference with existing tenants, including Verizon.

7. **Utility Services.** Tenant shall have the right to connect to, construct, install, maintain, repair, modify, upgrade, remove, or replace utility-related equipment and lines, including a generator, optical fiber facilities, and alternative energy-related equipment, to service its Antenna Facilities (collectively, the "Utility Facilities").

a) Tenant shall, at its sole cost and expense, install a separate utility meter for all utility usage serving the Premises. Tenant shall remit payment for all utility usage directly to the applicable utility provider. Landlord shall have no obligation to provide or manage any utility service, submetering, or billing, and shall not be responsible in any manner for Tenant's utility usage or costs.

8. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated as provided below for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees or agents impede or deny access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due under this Lease one hundred and no/100 dollars (\$100.00) per day for each day that access is impeded or denied.

10. **Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to

obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. **Shared Improvements / Removal of Prior Tenant Improvements**

a) In the event Verizon Wireless ("VZW") terminates its lease agreement with Landlord and requires removal of its tenant improvements, any such improvements left in place on the Property, including but not limited to rooftop screening panels, access ladders, or similar structures (the "Shared Improvements"), may remain temporarily in order for Tenant to continue its operations. Tenant acknowledges that any Shared Improvements not removed by VZW shall, as between Landlord and Tenant, be the sole responsibility of Tenant.

b) Tenant shall, at its sole cost and expense, either (i) remove such Shared Improvements and restore the affected portion of the Property to substantially the same condition as prior to their installation, or (ii) assume all responsibility for the maintenance, repair, and eventual removal of such Shared Improvements.

c) Landlord shall have no obligation for the cost of removal, repair, or maintenance of any Shared Improvements left in place following VZW's termination.

14. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

15. **Insurance and Subrogation and Indemnification.**

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any, that were in existence at or prior to the Effective Date, of applicable laws, codes, ordinances or other regulations relating to the Property, that were in existence at or prior to the Effective Date, (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

16. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ <Site Number.>

**If to Landlord, to:**

Amphitheater Unified District No. 10  
Attn: Mr. Richard LaNasa  
701 W. Wetmore Rd.  
Tucson, AZ 85705  
Email address: [rlanasa@amphi.com](mailto:rlanasa@amphi.com)

**Per the W-9 Form Rent is to be paid to:**

Amphitheater Unified District No. 10  
701 W. Wetmore Rd  
Tucson, AZ 85705

17. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

18. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

19. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Tenant shall also have the right to provide access and easement rights existing under this

Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

## 20. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

**LANDLORD:** Amphitheater Unified District No. 10

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**TENANT:** T-Mobile West, LLC, a Delaware limited liability company

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



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T-Mobile Legal Approval

**EXHIBIT A**  
**Legal Description**

Property address of 2475 W. Naranja Dr., Oro Valley, AZ 85742  
Assessor's tax parcel number of 224-20-002F

**The Property is legally described as follows:**

## EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

The legal description for the Property will be inserted upon receipt of the final title report and shall be incorporated into this Lease by reference.

*Subject to update upon receipt of final title documentation.*

**EXHIBIT C**  
**Memorandum of Lease**

**(Separate Document to be Executed)**

**Memorandum  
of  
Lease**

After Recording, Mail To:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site Number: PH67363B

APN: 224-20-002F  
Loan No.

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**MEMORANDUM OF LEASE**

A Site Lease Agreement (the "Lease") by and between Amphitheater District No. 10 ("Landlord") and T-Mobile West, LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises");

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for **five years** (5) years and will commence on the date that Tenant exercises its Option.

- 4. Tenant shall have the right to extend the Lease for **three** (3) additional and successive **five** (5)-year terms, which may be extended for up to nine (9) additional and successive one-year periods.
- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** Amphitheater District No. 10

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Example Only*  
*Execute As Separate Document*

**TENANT:** T-Mobile West, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Example Only*  
*Execute As Separate Document*

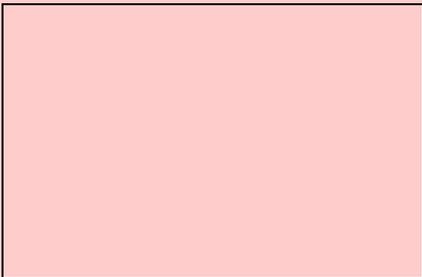
***[Notary block for Landlord] [Substitute State-Specific Acknowledgement Form if Content Differs]***

***[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, [title] \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ [type of entity], on behalf of said \_\_\_\_\_ [name of entity].

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

***[Landlord Notary block for an Individual]***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, an individual.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

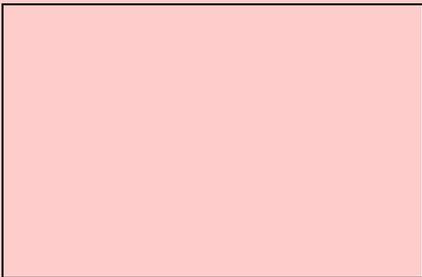
(Use this space for notary stamp/seal)

**[Notary block for Tenant]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of T-Mobile West, LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Memorandum of Lease - Exhibit A**  
**Legal Description**

**The Property is legally described as follows:**

The legal description for the Property will be inserted upon receipt of the final title report and shall be incorporated into this Lease by reference.

*Subject to update upon receipt of final title documentation.*



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

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**DATE OF MEETING:**        **January 13, 2026**

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

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**BACKGROUND:**

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

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

- BRG-007908 – CDO – Main Plant Both Boiler Replacements – SF282257

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Richard C. La Nasa, Executive Manager, Operational Support

Date: January 6, 2026

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](http://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**

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**DATE OF MEETING:**      **January 13, 2026**

**TITLE: Physical Education (PE) Credit for High School Graduation and Request for an Individual Exemption**

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**BACKGROUND:**

The Governing Board can waive certain graduation credit requirements for students whose health needs preclude completion of the same.

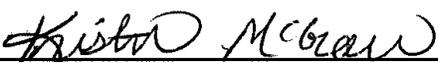
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**RECOMMENDATION:**

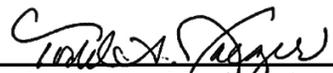
Administration recommends approval of the attached waiver for the reasons presented in the attached confidential document.

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**INITIATED BY:**

  
\_\_\_\_\_  
Kristin McGraw,  
Executive Director of Student Services  
Matt Munger,  
Associate Superintendent for Secondary Education

**Date: December 6, 2025**

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



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

**DATE OF MEETING:**      **January 13, 2026**

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

**BACKGROUND:**

**STAFF**

Darlene Mansouri requests permission to attend 2026 NAFEPA Conference on March 14-19, 2026 in Washington, DC. Approximate cost of travel is \$4,028.13 and will be paid using Title II funds. Four school days will be missed, and no substitutes are required.

Richard Diaz requests permission to attend Cyber.org ED Con 26 Conference on June 15-18, 2026 in Reno, Nevada. Approximate cost of travel is \$1,477.55 and will be paid using Joint Technical Education funds. No school days will be missed, and no substitute is required.

**STUDENTS**

Erik Wolf, Zane Miller, Lori Gipson, and Priscilla Molina request permission to take 30 Ironwood Ridge Model United Nations students to National High School Model United Nations on March 12-17, 2026 in New York City, New York. Approximate cost of travel is \$53,177.00 and will be paid using Student Activities and Tax Credit funds. Four school days will be missed, and substitutes are required.

<b>BUDGET CODE KEY</b>		
140.26.100.2579.6360.509.0000	Title II	Training Non-Instructional, Employee Training, State & Federal Programs
140.26.100.2579.6582.509.0000	Title II	Training Non-Instructional, Employee Travel, State & Federal Programs
596.00.361.2210.6360.281.0000	JTED	Improvement of Instruction, Employee Training, AHS
596.00.361.2210.6582.281.0000	JTED	Improvement of Instruction, Employee Travel, AHS
850.00.610.1001.6892.280.0000	Student Activities	Classroom Instruction, Student Expenses, IRHS
526.00.610.1001.6892.280.0000	Tax Credit	Classroom Instruction, Student Expenses, IRHS
850.00.410.2710.6519.280.0000	Student Activities	Student Transportation, Student Travel, IRHS
526.00.410.2710.6519.280.0000	Tax Credit	Student Transportation, Student Travel, IRHS
850.00.610.2190.6892.280.0000	Student Activities	Other Student Support Services, Student Expenses, IRHS
526.00.610.2190.6892.280.0000	Tax Credit	Other Student Support Services, Student Expenses, IRHS
850.00.610.1001.6105.280.0000	Student Activities	Classroom Instruction, Substitutes, IRHS

**RECOMMENDATION:**

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

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**INITIATED BY:**



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**Matthew Munger**  
Associate Superintendent for Secondary Education

**Date: January 12, 2026**



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

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

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

EMPLOYEE(S): Darlene Mansouri

SCHOOL: District Offices

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department (opt.): State & Federal Programs

DATE(S): March 14-19, 2026

ACTIVITY/EVENT: 2026 NAFEP Conference – Federal Education Programming

LOCATION: Washington, DC

ABSENCE: # Days 5 Sub Required:  Yes  No

# of School Days Missed 2

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>\$870.00</u>		<u>140.26.100.2579.6360.509.0000</u>
Transportation	<u>\$1049.57</u>	Mode <u>Air, Shuttle, Parking</u>	<u>140.26.100.2579.6582.509.0000</u>
Rental Car	_____		_____
Meals	<u>\$451.00</u>		<u>100.26.100.2579.6582.509.0000</u>
Lodging	<u>\$1,657.56</u>		<u>140.26.100.2579.6582.509.0000</u>
Substitutes	_____		_____
TOTAL	<u>\$4,028.13</u>		

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

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

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

Purpose of travel: To attend the 2026 NAFEP Conference - Federal Education Programming

Outcomes and academic benefits to students and staff: To learn about Re-envisioning opportunities for all. The NAFEP Conference will provide a valuable platform for federal education program administrators, schools and district leaders, state education agencies, and other professionals to share expertise, explore federal program policies, learn about evidence-based practices for program effectiveness and continuous improvement, and build meaningful connections. Plus pre-session on Federal Updates.

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

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

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

Submitted by: *Darlene Mansouri* 1/6/24  
Signature Date

\_\_\_\_\_  
Principal/Supervisor Date  
*Yvonne* 1/6/24  
Associate Superintendent/Supervisor 67 Date

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

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

EMPLOYEE(S): Richard Diaz \_\_\_\_\_

SCHOOL: AHS

Department (opt.): CTE

DATE(S): June 15, 2026, to June 18, 2026

ACTIVITY/EVENT: Cyber.org ED Con 26 Conference

LOCATION: Grand Sierra Resort and Casino, East 2nd Street, Reno, NV,

ABSENCE: # Days 4 Sub Required:  Yes  No # of School Days Missed None

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>\$77.55</u>	<u>596.00.361.2210.6360.281.0000</u>
Transportation	<u>\$600.00</u> Mode <u>Airfare</u>	<u>596.00.361.2210.6582.281.0000</u>
Rental Car	<u>N/A</u>	
Meals	<u>300.00</u>	<u>596.00.361.2210.6582.281.0000</u>
Lodging	<u>\$500.00</u>	<u>596.00.361.2210.6582.281.0000</u>
Substitutes	<u>N/A</u>	
TOTAL	<u>\$1,477.55</u>	

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

The District will  (or) will not  receive reimbursement from outside sources. \* PO must be submitted and approved **prior** to travel to qualify for reimbursement. Purpose of travel: **Attendees will gain practical, ready-to-use lessons developed by CYBER.ORG curriculum experts, explore free, high-quality resources from industry leaders, and hear directly from other K-12 educators who are actively teaching both foundational and advanced cybersecurity and AI concepts.**

Outcomes and academic benefits to students and staff: **Teacher will learn different ways to teach cybersecurity skills and lessons.**

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

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

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

Submitted by: Richard Diaz J \_\_\_\_\_ 1/8/26  
Signature Date

[Signature] \_\_\_\_\_ 1/8/2026  
Principal/Supervisor Date

[Signature] \_\_\_\_\_ 1/9/2026  
Associate Superintendent/Superintendent Date

AMPHITHEATER PUBLIC SCHOOLS  
STAFF/STUDENT TRAVEL REQUEST

*Attach supporting documentation as needed*

**ORIGINAL SUBMISSION**

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

SCHOOL: IRHS

ESTIMATED NUMBER OF STUDENTS: 30

NAME OF SCHOOL GROUP/CLUB/ENTITY: Ironwood Ridge Model United Nations

STAFF ADVISOR(S)/CHAPERONES: IRMUN Sponsor: Erik Wolf; additional staff chaperones: Zane Miller and Lori Gipson; additional chaperone: Priscilla Molina

ABSENCE: # Days 6 Sub Required:  Yes  No # of School Days Missed Two for each staff member.

ACTIVITY / EVENT / PURPOSE OF TRAVEL: National High School Model United Nations (NHSMUN)

DESTINATION OF TRAVEL: New York City, New York

DATES OF TRAVEL: 3/12/26 – 3/17/26 (flight on the 12<sup>th</sup> and a late flight on the 16<sup>th</sup> into Phoenix Sky Harbor, followed by return drive to Tucson meaning the trip officially ends in the early hours of the 17<sup>th</sup>.)

ACADEMIC BENEFITS TO STUDENTS: Model United Nations is an opportunity for students to debate real-world issues with others from all over the country and occasionally, other nations. They have to research extensively so as to properly represent their assigned country as an UN ambassador and then take part in writing all-encompassing resolutions to problems that plague the international community.

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

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

PROPOSED METHOD OF TRANSPORTATION:

Air Transport

Transportation approval:

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

**EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)**

	APPROX. COST	BUDGET CODE
Registration	<u>\$8,489.00</u>	<u>850/526-00-610.1001.6892.280.0000</u>
Transportation	<u>\$18,150.00</u>	<u>850/526-00-410-2710-6519-280-0000</u>
Meals	<u>\$4,950.00</u>	<u>850/526-00-610-2190-6892-280-0000</u>
Lodging	<u>\$20,448.00</u>	<u>850/526-00-610-2190-6892-280-0000</u>
Substitutes	<u>\$1,140.00</u>	<u>850-00-610-1001-6105-280-0000</u>
<b>TOTAL</b>	<b><u>\$53,177.00</u></b>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? **None needed.**

IF SO, SOURCE & AMOUNTS: **N/A**

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

HOW ARE CHAPERONE EXPENSES PAID? **Tax credits; chaperones can also contribute to the fundraising efforts for the event which will be deposited in the club account.**

COST TO EACH STUDENT **\$ 0**

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? **There will be extensive fundraising opportunities after the trip is approved. Additionally, students will be encouraged to seek out tax credits from family and friends. Those who are more fortunate will likely contribute more to compensate for those who are less fortunate. Even so, there will be ample opportunities for those who struggle financially to help fundraise for his/her respective portion.**

FUNDING SOURCE(S): **Club funds and tax credits.**

FUNDRAISING ACTIVITIES PLANNED (If applicable):

**Car washes, movie night, and restaurant nights to name a few.**

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

SUBMITTED BY:  12/15/25  
Signature Date

APPROVED BY:  12-15-25  
Principal/Supervisor Date

 1/12/26  
Associate Superintendent/Superintendent Date



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

---

**DATE OF MEETING: January 13, 2026**

**TITLE: Superintendent's Recommendation for School Closures and Consolidation**

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**BACKGROUND:**

This Agenda Item follows a year-long study process concerning the District's budget as impacted by multiple factors and concludes with this official recommendation and request for Governing Board authorization to close Copper Creek Elementary, Donaldson Elementary, Holaway Elementary, and Nash Elementary schools, effective at the conclusion of the 2025-2026 school year, and to consolidate their student populations and programs into neighboring "welcoming schools."

The Governing Board studied this same proposal at its December 9, 2025 meeting, at which time the Superintendent presented additional materials and information which remains available on the District's website, in the agenda documents from that meeting. It is therefore not repeated here but will only be briefly summarized.

**Narrative and Rationale**

For over 130 years, Amphitheater Public Schools has served as a cornerstone of the Tucson and Oro Valley communities. However, a convergence of historic demographic shifts and legislative changes has created a critical need for "right-sizing" our district to ensure long-term fiscal stability and the continued delivery of high-quality educational programs.

As detailed in the comprehensive reports previously presented (Board Exhibits 1.1 through 1.5 on December 9), the District – like others throughout the state – faces three primary challenges:

1. **Declining Birth Rates:** Arizona's birth rate has dropped by 36% since 2007, significantly reducing the "natural" pipeline of new students.
2. **Voucher Expansion (ESAs):** Within the Amphitheater boundaries, over \$13.5 million in funding is currently directed toward Empowerment Scholarship Accounts. This includes a recent \$1.7 million annual loss specifically from students transitioning from our public classrooms to private or micro-schools.
3. **Facility Underutilization:** The District currently maintains capacity for nearly 19,000 students but serves just under 11,000. Operating half-empty buildings or worse diverts millions of dollars away from other valuable classroom instruction and student services.

The Superintendent recognizes the profound emotional weight and historical significance of this recommendation. These schools are more than buildings; they are repositories of family memories and community identity. This recommendation is therefore made with a heavy heart but with a steadfast commitment to the "Promise of a Graduate"—ensuring that the resources saved by consolidation are reinvested into the remaining campuses to maintain our A-rated status, 1:1 technology, full-day kindergarten, and so many other programs and services vital to our community's children.

## Summary of Recommended Consolidation

The following table outlines the proposed transition plan for the impacted school communities. These "welcoming schools" have been selected based on geographic proximity, capacity, and the preservation of existing feeder patterns.

Closing School	Primary Welcoming School(s)	Feeder Pattern Alignment
Copper Creek Elementary	Wilson K-8 / Harelson Elementary	Ironwood Ridge / CDO
Donaldson Elementary	Mesa Verde Elementary	Canyon del Oro (CDO)
Nash Elementary	Keeling Elementary / Walker Elementary	Amphitheater High
Holaway Elementary	Rio Vista Elementary	Amphitheater High

## Key Rationale Indicators

The decision-making process was guided by the following data points, which illustrate the fiscal and operational necessity of consolidation:

Factor	Metric/Impact
Sudden Revenue Loss	\$4.3 Million (attributed to sharp single-year enrollment decline)
Total Facility Capacity	19,000 Students
Current Total Enrollment	~10,500 Students
Local Charter/Private Competition	21 Schools within District Boundaries
Staff Preservation Goal	100% (Vacancies created by natural attrition factors will be used to minimize impact to existing staff)

## Community Sensitivity and Public Input

Throughout the year-long study process involving multiple stakeholder committees, as well as the recent community forums held in November 2025 at Ironwood Ridge, Canyon del Oro, and Amphi High Schools, the District received extensive feedback from families and staff. In direct response to this input, the Superintendent revised the initial proposal for Copper Creek to include **Wilson K-8** as a welcoming school, preserving the "sister campus" relationship with Harelson and providing a more stable, continuous learning environment for those families.

The District acknowledges the mourning process that accompanies the closure of a neighborhood school. To honor this history, the District is committed to:

- **Legacy Preservation:** Documenting the history of each closing site through commemorative events and archives.
- **Staff Stability:** Following Governing Board policy to ensure teachers and support staff are placed in new roles within the District, keeping familiar faces with their students whenever possible.
- **Repurposing with Care:** Ensuring that vacated facilities are maintained and eventually repurposed in a manner that remains an asset to the surrounding neighborhood.

## Superintendent's Recommendation

It is recommended that the Governing Board approve the closure of Copper Creek, Donaldson, Holaway, and Nash Elementary Schools effective June 2026. This action is necessary to safeguard the financial solvency and educational excellence of the District and to ensure that Amphitheater remains "Future Ready" for the next generation of students.

Over the course of the current school semester, substantial work will be undertaken by the District and its schools to ensure caring transition plans are developed and implemented for our students, staff and family to minimize disruption and honor the legacies we will always cherish.

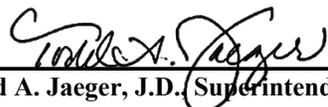
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**RECOMMENDATION:** The Administration recommends approval of the closures and consolidations presented.

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**INITIATED BY:**

**Date:** January 6, 2026

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



# Recommendation for District Schools Consolidation and "Right-Sizing"

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PRESERVING THE EXCELLENCE OF AMPHITHEATER PUBLIC  
SCHOOLS FOR THE NEXT GENERATION

# The Core Challenge

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## Why Now? A Convergence of Factors

- **Demographic Realities:** Arizona birth rates have declined **36%** since 2007.
- **Financial Erosion:** Over **\$13.5M** in district funding now follows students to ESAs/Vouchers.
- **Operational Inefficiency:** We are maintaining space for **19,000 students** while serving **11,000**, in a state funding environment which continues to deprive our school systems.
- **The Bottom Line:** We must transition from "funding empty seats" to "funding student success."
- **Insolvency:** Without consolidation, it is unavoidable next fiscal year.

# Unavoidable Impact

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- **Revenue Losses:** A **\$4.3 million** loss in a single year (24-25), combined with known and anticipated losses this year and continuing hereafter, necessitates immediate structural change.
- **Market Competition:** 21 charter and private options exist within our boundaries.
- **Resource Alignment:** Consolidating allows us to build and strengthen existing programs that are currently hampered by low enrollment levels, also ensuring against losses of vital programs like all-day Kindergarten, Elementary Art, Music and PE, athletics and extracurriculars, and expanded course offerings.

# Closure Recommendations

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## Proposed School Closures (Effective June 2026):

After a nearly year-long study process, the Superintendent recommends the closure of the following schools:

- **Copper Creek Elementary**
- **Donaldson Elementary**
- **Holaway Elementary**
- **Nash Elementary**

# Transition & "Welcoming Schools"



## Ensuring a Smooth Path Forward

Impacted Campus	Primary Welcoming Site
Copper Creek	Wilson K-8 / Harelson
Donaldson	Mesa Verde
Nash	Keeling / Walker
Holaway	Rio Vista

- **Logic:** Proximity, capacity, cost-effectiveness and maintaining established high school feeder patterns.
- **Responsive Change:** Inclusion of, and change to, Wilson K-8 based directly on community forum feedback.

# Honoring Our People and History

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## A Commitment to Our Community

- **Staff Stability:** An expectation that almost all impacted staff will be offered positions within the District through natural attrition and other means.
- **Legacy Preservation:** Every school has a story. We will host "Legacy Events" to celebrate the history of these four campuses prior to closure.
- **Student Support:** Comprehensive "Welcome Days" for families at their new campuses in Spring 2026.
- **Productive Repurposing:** Current discussions with various entities (governmental, including one public school system) for potential use of closed District properties with resulting financial benefit to the District.
- **Positive Impacts for All Schools:** Reduction of costs and income from closed facilities allow strengthening and expansion of programs.

# Conclusion & Action

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## Protecting the "Promise of a Graduate"

- **The Goal:** A fiscally solvent district where we maximize the dollars reaching the classroom, and continue our efforts and successes in school improvement.
- **The Future:** Strengthening our remaining schools to propel student achievement levels even further, as evidenced by student outcomes and such measures as more school "**A**" ratings and **A+ Excellence** awards.
- **Action Requested:** Approval of the Superintendent's Recommendation for Consolidation.



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

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**DATE OF MEETING:**        **January 13, 2026**

**TITLE:**    **Nomination and Election of Governing Board President and Vice President**

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**BACKGROUND:**

Arizona Revised Statutes (“A.R.S.”) § 15-321 requires each school district governing board to hold an organizational meeting between January 1 and January 15 each year. A.R.S. § 15-321(B) mandates that “the governing board shall elect from among the membership of the board a president” at that organizational meeting. The President presides over all meetings of the Amphitheater Governing Board, in accordance with Arizona law and District policies, and performs a number of other key duties on behalf of the Board.

In addition, A.R.S. § 15-321(D) requires school district governing boards to “prescribe rules for its own government.” The Governing Board of Amphitheater Public Schools has established the Amphitheater Policy Manual for this purpose. Policy BDA, entitled “Board Organizational Meeting” identifies the following specific procedures to be followed at the Board’s organizational meeting:

*“The meeting shall be called to order by the President of the Board for the preceding year. If that person is not a member of the Board, a temporary president shall be elected and the meeting shall be called to order by the temporary president. The person calling the meeting to order shall preside until a successor is chosen.*

*The new President of the Board shall take office upon election. The Board shall then elect a Vice President. The Vice President shall take the place of the President in case of a temporary absence”.*

This agenda item is provided to permit the Governing Board to satisfy the requirements of A.R.S. § 15-321 and Board Policy 1-103 by electing a President and Vice President from its members. The current President will take all nominations for the election of a new President first. Once the office of President is determined, the selected candidate should assume responsibility for chairing the remainder of the meeting and proceed with the election for Vice President.

Under Roberts Rules of Order, candidates for both offices can be identified through an “open nomination” process during which the Board President calls for nominations from the Board members. Alternatively, Board members may move the nomination of a candidate, but this option requires both a second and a passing vote in order for the nominee to be placed on the slate of candidates and is not suggested.

Nominees may decline their nomination before voting occurs. When it appears that no further nominations are forthcoming, the President may close the floor to further nominations, or it may be closed upon a passing motion to do the same.

Once nominations are completed, Roberts Rules of Order identifies multiple options for conducting the election of officers. The most practicable options applicable to the election of Governing Board officers are described below. All votes must be public for compliance with the Arizona Open Meeting Laws. Any one of the alternative methods below may be used – determined either by the current President or by motion (the latter of which controls in the event of conflict). If a voting method is selected, the President should explain how the matter will proceed prior to the vote being taken. Below is an explanation on Robert’s Rules of Order for each available option for voting:

**Acclamation.** If there is only one nominee for an office, the chair of the meeting can simply declare the individual is elected, rather than taking a vote, without objection to this approach.

**Voice or Other Voting.** Absent election by acclamation, a vote of the Board on nominees is required by voice or roll call. Votes should occur in the order that candidates are nominated. Roberts provides that, unless a method of voting is selected upon motion, the chair will decide the method based upon the nature of the election, closeness of the expected vote, and the size of the group.

The chair announces the result of a vote formally, for the record. Until that announcement, Roberts permits any Board member to change their vote.

In the event of a tie between nominees, the chair may call for a new vote to determine the tie.

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**RECOMMENDATION:**

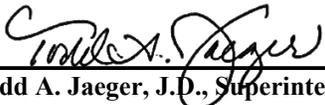
The Administration recommends that the Board nominate and elect both a President and a Vice President, through the manner determined by the current President or the Board by motion.

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**INITIATED BY:**

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**Date: January 6, 2026**

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