

Final Posting: Monday, July 22, 2024 at 4:00pm

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

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

**Tuesday, July 23, 2024**

**5:30 PM**

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

**AMPHITHEATER PUBLIC SCHOOLS**

**MISSION**

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

**We Believe**

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

**We Value**

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

**AGENDA\***

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

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

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

<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 AND SIGNING OF THE VISITOR'S REGISTER**  
Dr. Scott Baker, President
2. **PLEDGE OF ALLEGIANCE**
3. **ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**  
Tuesday, August 13, 2024 at 6:00 p.m., Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705  
in the Leadership & Professional Development Center, SE Entrance and Parking
4. **PUBLIC COMMENT**<sup>1</sup> (30 Minutes Maximum)
5. **CONSENT AGENDA**<sup>3</sup>

A. Approval of Appointment of Non-Administrative Personnel	3
B. Approval of Personnel Changes	8
C. Approval of Leave(s) of Absence	19
D. Approval of Separation(s) and Termination(s)	21
E. Approval of Stipend for Coaching Volunteers	27
F. Approval of Minutes of Previous Meeting(s)	29
G. Approval of Vouchers Totaling and Not Exceeding Approximately \$3,142,001.75	43
H. Receipt of June 2024 Report on School Auxiliary and Club Balances	44
I. Approval of Parent Support Organization(s) - 2024-2025	53
J. Approval of Disposal of Surplus Property via PublicSurplus.com	57
K. Acceptance of the Annual Comprehensive Financial Report, Single Audit Reporting Package and Uniform System of Financial Records Compliance Questionnaire for Fiscal Year Ended June 30, 2023	58
L. Approval of Governing Board Policy Exhibit CCB-E (Line and Staff Relations: Organizational Chart)	59
M. Approval of Oro Valley Police Department, Tucson Police Department, and Pima County Sheriff's Department Special Duty Program Agreements for Special Duty Law Enforcement Services	61
N. Approval of Arizona Department of Administration School Facilities Division Building Renewal Grants	73
6. **ACTION**

A. Approval of Pro Statement for the 2024 Maintenance and Operation Override Election	101
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7. **PUBLIC COMMENT**<sup>1</sup> (30 Minutes Maximum)
8. **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**
9. **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 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:** July 23, 2024

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

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**BACKGROUND:**

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of July 22, 2024.

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**RECOMMENDATION:**

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

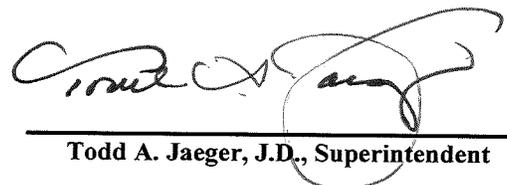
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**INITIATED BY:**



John Hastings, Director of Human Resources

Date: July 22, 2024



Todd A. Jaeger, J.D., Superintendent

7/23/2024

**GOVERNING BOARD MEETING  
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Ruiz	Jamie	Teacher - Special Education Reso	CT-RET	Ironwood Ridge High			Rehire		\$66,075.43
Snedigar	Talitha	Speech/Language Pathologist	CT-PR	Wetmore Center			Replacement	Mr. Wolf	
Bourg	Amber	Teacher - Grade 1	CT	Rio Vista Elementary	CTT-BA	6 years	Replacement	Ms. Spillane	
Butler	William	Teacher - English	CT	Ironwood Ridge High	CTT-BA	0 years	Replacement	Dr. Jenkins	
Carroll	Emily	Teacher - Mathematics	CT	Ironwood Ridge High	CTT-MA	5 years	Replacement	Dr. Jenkins	
Conti	Joseph	Teacher - Special Education Reso	CT	Wilson K-8 School	CTT-MA	0 years	Replacement	Mr. Trimble	
Fult	Leeann	Teacher - Grade 5	CT	Mesa Verde Elementary	CTT-BA	5 years	Replacement	Mr. Ripp	
Fuoco	Lisa	Teacher - Cross Categorical Class	CT	Wilson K-8 School	CTT-BA	2 years	Replacement	Mr. Trimble	
Gallman	Riley	Teacher - Grade 5	CT	Prince Elementary	CTT-BA	0 years	Replacement	Ms. Doyle	
Gee	Raymond	Teacher - General Science	CT	La Cima Middle School	CTT-MA	10 years	Replacement	Mr. Humphreys	
Gee	Raymond	Teacher - Academic Intervention	CT	La Cima Middle School	CTT-MA	10 years	Replacement	Mr. Humphreys	
Johnson	Cynthia	Teacher - Biology	CT	CDO High School	CTT-BA	8 years	New	Ms. Bulleigh	
Kephart	Donna	Teacher - Mathematics	CT	La Cima Middle School	CTT-BA	6 years	Replacement	Mr. Humphreys	
Marks	Robin	Teacher - Mathematics	CT	La Cima Middle School			Rescind		
McKee	Scott	Teacher - P. E.	CT	CDO High School	CTT-BA		Replacement	Ms. Bulleigh	4
Osborn	Gabe	Teacher - Adaptive P.E.	CT	Copper Creek Elementary	CTT-BA	0 years	Replacement	Ms. Hillig	
Osborn	Gabe	Teacher - P. E.	CT	Copper Creek Elementary	CTT-BA	0 years	Replacement	Ms. Hillig	
Pimnipapatrakul	Thanasit	Teacher - Music	CT	Copper Creek Elementary			Rescind		
Pimnipapatrakul	Thanasit	Teacher - Music	CT	Copper Creek Elementary			Rescind		
Richardson	Jonelle	Teacher - Grade 2	CT	Wilson K-8 School	CTT-MA	10 years	Replacement	Mr. Trimble	
West	Taylor	Teacher - P. E.	CT	Holaway Elementary	CTT-BA	0 years	Replacement	Ms. Valentin	
Wheatley	Jessica	Teacher - Early Childhood Educati	CT	CDO High School	CTT-BA	5 years	Replacement	Ms. Bulleigh	
Wright	Anna	Teacher - Special Education Reso	CT	Wilson K-8 School	CTT-BA	1 year	Replacement	Mr. Trimble	
*	2023-2024 School Year			HSP	High School Principal		ADCT	Addendum Certified	
Addendum	Former employee or new hire receiving extra-curricular position			MSP	Middle School Principal		ADCL	Addendum Classified	
New	New hire filling a newly created position			ESP	Elementary School Principal		ADACS	Addendum Amphi Community Schools	
Rehire	Former employee returning to a position in the district			HSA	High School Assistant Principal		ADDM	Addendum Only	
Replacement	New hire filling a vacated position			MSA	Assistant Middle School Principal		CT-AD	Certified Administrative	
Rescind	Declined position after appointment			ESA	Elementary Assistant Principal		CT	Certified	
				SAS	Support Administrator		CL-AD	Classified Administrative	
							CL	Classified	
							PR	Professional	
							ASW	Student Worker	

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Zhao	Wen	Teacher - Orchestra	CT	Painted Sky Elementary			Rescind		
Zhao	Wen	Teacher - Music	CT	Painted Sky Elementary			Rescind		
Zhao	Wen	Teacher - Music	CT	Painted Sky Elementary			Rescind		
Vela	Marcia	Food Service Attendant	CL-RET	Ironwood Ridge High	1	0 years	Replacement	Mr. Greeson	
Grzybowski	Tamara	School Nurse	CL-PR	Rillito Center	CTT-BA	5 years	Replacement	Ms. Perkovac	
Hanks	Maegan	Imagine Preschool Director	CL-PR	Innovation Academy	IPSD-MA		Correction		Salary Level
Nordstrom	Sarah	Imagine Preschool Director	CL-PR	Harelson Elementary	IPSD-BA	10 years	Replacement	Ms. Buccarelli-Fay	
Aguilar	Rosa	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Breitengross	Erika	Library Assistant	CL	Donaldson Elementary	4	0 years	Replacement	Mr. Szczepaniak	
Brewer	Tori	Campus Monitor	CL	Keeling Elementary	1	0 years	Replacement	Ms. Orelup	
Burton	Lestine	Food Service Attendant	CL	Wilson K-8 School	1	5 years	Replacement	Mr. Greeson	
Cabrera	Michael	Special Education Teaching Assis	CL	Rio Vista Elementary	3	0 years	New	Ms. Spillane	
Commander	Anita	15 Passenger Bus Driver	CL	Transportation	9	0 years	New	Ms. Frye-George	
Cota	Luis	Bus Driver Trainee	CL	Transportation			Rescind		
Dimaggio	Blair	Custodian I	CL	Rillito Center	2	5 years	Replacement	Mr. Wolf	
Dunn	Jeffrey	Special Education Teaching Assis	CL	Rillito Center	3	0 years	Replacement	Mr. Wolf	
Fisher	Angela	Transportation Attendant	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Fritsch	Zachary	Bus Driver Trainee	CL	Transportation	1	N/A	Replacement	Ms. Frye-George	5
Fuentes	Reyes	Groundskeeper I	CL	Facilities Support	2	0 years	Replacement	Mr. Gill	
Galley	Scott	15 Passenger Bus Driver	CL	Transportation	9	5+ years	New	Ms. Frye-George	
Gatdula	Danica	Special Education Teaching Assis	CL	Donaldson Elementary	3	0 years	Replacement	Mr. Szczepaniak	
Gilbert	Natasha	Classroom Aide/Caregiver	CL	Donaldson Elementary	2	3 years	Replacement	Mr. Szczepaniak	
Grabiec	Jeffrey	Custodian I	CL	Wilson K-8 School	2	5 years	Replacement	Mr. Trimble	
Gutierrez	Victoria	15 Passenger Bus Driver	CL	Transportation	9	0 years	New	Ms. Frye-George	
Johnson	Daniel	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	

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

# GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Johnson	Karina	Bus Driver Trainee	CL	Transportation			Rescind		
Knorpp	Michelle	Crossing Guard	CL	Amphi Middle School	1	0 years	Replacement	Ms. Wichers	
Kosters	Teoni	Speech/Language Pathology Assis	CL	Wetmore Center	8	2 years	Replacement	Ms. McGraw	
Krigbaum	Madison	Classroom Aide/Caregiver	CL	Mesa Verde Elementary			Rehire		
Lerma	Mercy	15 Passenger Bus Driver	CL	Transportation	9	0 years	New	Ms. Frye-George	
Monahan	Michael	Bus Driver	CL	Transportation	13	5+ years	Replacement	Ms. Frye-George	
Padilla	Raul	Custodian I	CL	Copper Creek Elementary	2	5 years	Replacement	Ms. Hillig	
Pelton	Bryan	Custodian I	CL	Cross Middle School	2	0 years	Replacement	Mr. Gutierrez	
Persinger	Priscilla	Classroom Aide/Caregiver	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Port	Shanell	School Health Assistant	CL	CDO High School	1	5 years	Replacement	Ms. Perkovac	
Ricci	Rachael	Classroom Aide/Caregiver	CL	Rillito Center			Rehire		
Romero	William	Bilingual Clerk	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Romero	William	Bilingual Instructional Assistant	CL	Amphi Middle School	2	5 years	Replacement	Ms. Wichers	
Selvy	Susan	Classroom Aide/Caregiver	CL	Wilson K-8 School	2	0 years	Replacement	Mr. Trimble	
Shanklin	Anna	Transportation Attendant	CL	Transportation	1	3 years	Replacement	Ms. Frye-George	
Sheppard	Grace	Campus Monitor	CL	Harelson Elementary	1	0 years	Replacement	Ms. Hayes	
Sheppard	Grace	Instructional Technology Specialis	CL	Harelson Elementary	3	0 years	Replacement	Ms. Hayes	6
Titzel	Everenice	Special Education Teaching Assis	CL	Donaldson Elementary			Rehire		
Soto	Brianna	Student Worker	ASW	CDO High School			New		\$14.35 per hour

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

07/23/24  
GOVERNING BOARD MEETING  
APPOINTMENTS

SUBSTITUTES

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Johnson	Danielle		CT		07/08/2024	
Pederson	Tracy		CT		07/09/2024	
Teager	Lisa		CT		07/09/2024	
McCoy	Christie		CL		07/08/2024	

AD Administrative  
PR Professional  
CT Certified  
CL Classified



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

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**DATE OF MEETING:** July 23, 2024

**TITLE:** Approval of Personnel Changes

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**BACKGROUND:**

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of July 22, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

A handwritten signature in black ink, appearing to read "John Hastings".

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John Hastings, Director of Human Resources

Date: July 22, 2024

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

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Todd A. Jaeger, J.D., Superintendent

7/23/2024

**GOVERNING BOARD MEETING  
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Bernal	Yemen	Site Program Coordinator	CT-PR	Prince Elementary	Added Duty			\$8,228.95
Bulisache	Michelle	Special Education Facilitator	CT-PR	Coronado K-8 School	Additional Position			\$24,941.33
Epstein	Bethany	Social Worker	CT-PR	Painted Sky Elementary	Salary Adjustment		+\$6,318.78	
Nicholson	Julia	Athletic Trainer	CT-PR	CDO High School	Salary Adjustment		+\$9,003.65	
Ochoa	Joy	Site Program Coordinator	CT-PR	Coronado K-8 School	Added Duty			\$10,045.83
Scheffel	Liesl	Site Program Coordinator	CT-PR	Coronado K-8 School	Added Duty			\$8,549.83
Alzner	David	Librarian	CT	CDO High School	Salary Adjustment		+\$6,305.00	
Bulisache	Michelle	Teacher - Special Education Resourc	CT	Coronado K-8 School	Decrease FTE			<0.5 FTE>
Cardon	Alejandro	Teacher - Music	CT	Innovation Academy	Added Duty			\$10,540.41
Castro	Sylvestre	Teacher - Adaptive P.E.	CT	Amphi Middle School	Additional Position			\$10,910.39
Elslager	Pamela	Teacher - Math Lab	CT	Wilson K-8 School	Correction			position
Fritton	Teresa	Teacher - Mathematics	CT	Wilson K-8 School	Added Duty			\$11,587.10
Inbody	Amy	Site Program Coordinator	CT	Keeling Elementary	Additional Position			\$9,236.53
Irwin	Teresa	Librarian	CT	Cross Middle School	Salary Adjustment		+\$6,305.00	
Jameson-Christia	Leslie	Teacher - Language Arts	CT	La Cima Middle School	Increase FTE			+0.25 FTE
Jameson-Christia	Leslie	Teacher - Writing Lab	CT	La Cima Middle School	Decrease FTE			<0.25 FTE>
King	Brenda	Librarian	CT	Amphi Middle School	Salary Adjustment		+\$6,305.00	
Linn	David	Teacher - Mathematics	CT	Wilson K-8 School	Decrease FTE			<0.2333 FTE>
McNew	Ann	Site Program Coordinator	CT	Keeling Elementary	Additional Position			\$9,206.92
Michaels	Christina	Teacher - Mathematics	CT	La Cima Middle School	Increase FTE			+0.25 FTE
Michaels	Christina	Teacher - Math Lab	CT	La Cima Middle School	Decrease FTE			<0.25 FTE>
Porter	Ronald	ADDN - Retention Stipend	CT	CDO High School	Stipend			*\$1,231.12

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*	2023-2024 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
Queiruga	Jennifer	Teacher - AVID	CT	Amphi Middle School	Added Duty			\$9,811.76
Ricker	Matthew	Librarian	CT	Ironwood Ridge High	Salary Adjustment		+\$6,305.00	
Shaheen	John	Teacher - Band	CT	Copper Creek Elementary	Added Duty			\$10,339.12
Shepard	Andrea	Librarian	CT	Wilson K-8 School	Salary Adjustment		+\$6,305.00	
Steen	Susan	Curriculum & Instructional Support Sr	CT	Ironwood Ridge High	Salary Level Change	CTT-MA	+\$2,000.25	
Thomas	Kelley	Teacher - CHOICES Classroom	CT	Coronado K-8 School	Added Duty			\$12,518.91
Weiss	Allison	Teacher - Writing Lab	CT	Cross Middle School	Additional Position			\$8,347.91
Zhao	Wen	Teacher - Music	CT	Painted Sky Elementary	Rescind			
Ammon	Connie	Social Worker	CL-PR	Coronado K-8 School	Salary Adjustment		+\$6,318.78	
Bernal	Yemen	Social Worker	CL-PR	Prince Elementary	Salary Adjustment		+\$6,318.78	
Bissonnette	Carly	Social Worker	CL-PR	Mesa Verde Elementary	Salary Adjustment		+\$6,318.78	
Callahan	Melissa	Imagine Preschool Director	CL-PR	Holaway Elementary	Salary Adjustment	IPSD-BA		
Dean	Pamela	Imagine Preschool Director	CL-PR	Ironwood Ridge High	Salary Adjustment	IPSD-BA	+\$9,360.88	
Figueroa	Andrea	Imagine Preschool Director	CL-PR	Amphi High School	Salary Adjustment	IPSD-MA		
Isom	Christa	Imagine Preschool Director	CL-PR	Donaldson Elementary	Salary Adjustment	IPSD-MA	+\$10,032.74	
Kirkendall	Alexis	Social Worker	CL-PR	Amphi Middle School	Salary Adjustment		+\$6,813.78	
Martinez	Gene	Social Worker	CL-PR	Walker Elementary	Salary Adjustment		+\$3,159.39	
Paul	Kayleigh	Imagine Preschool Director	CL-PR	Rio Vista Elementary	Salary Adjustment	IPSD-EDS		
Ross	Sarah	Social Worker	CL-PR	Keeling Elementary	Salary Adjustment		+\$6,318.78	
Weiler	Karissa	Imagine Preschool Director	CL-PR	Keeling Elementary	Salary Adjustment	IPSD-MA	+\$10,525.17	
Aldaraca	Erika	Classroom Aide/Caregiver	CL	La Cima Middle School	Promotion	2	+\$0.62	
Champlin	Brett	Food Service Attendant - Lead	CL	Ironwood Ridge High	Transfer			
Corral	Rosa	Food Service Attendant	CL	Walker Elementary	Transfer			
Iribe	Sheryl	Classroom Aide/Caregiver	CL	Ironwood Ridge High	Transfer	2	<\$0.15>	

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Leibas	Manuel	Plumber	CL	Facilities Support	Correction		+\$4.28	
Melzer	Donna	Bus Driver	CL	Transportation	Wage Adjustment	13	+ \$2.28	
Orduno	Maria	Custodian I	CL	Donaldson Elementary	Additional Position	2	+0.31	
Reyes	Maria	Preschool Instructional Specialist	CL	Ironwood Ridge High	Transfer			
Rubio	Olga	Food Service Attendant	CL	Keeling Elementary	Transfer	1	N/A	
Vasquez	Guadalupe	Food Service Attendant - Lead	CL	Painted Sky Elementary	Transfer			
Waters	Daniel	Facilities Project Coordinator	CL	Facilities Support	Correction		+\$5.06	
Ackerman	Janet	DH - Science HS	ADCT	Ironwood Ridge High	Addendum			\$3,350.00
Alvarez	Kristen	Site Program Coordinator	ADCT	Nash Elementary	Added Duty			\$9,548.18
Ammon	Connie	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum			\$20.00 per hour
Ayers	Nathan	Coach - 2nd Q. Interscholastic Super	ADCT	Amphi Middle School	Addendum			\$500.00
Ayers	Nathan	Coach - 1st Q. Interscholastic Superv	ADCT	Amphi Middle School	Addendum			\$500.00
Ayers	Nathan	Coach - 3rd Q. Interscholastic Super	ADCT	Amphi Middle School	Addendum			\$500.00
Ayers	Nathan	Coach - 4th Q. Interscholastic Super	ADCT	Amphi Middle School	Addendum			\$500.00
Baca	Florence	ADDN - National Jr. Honor Society	ADCT	Wilson K-8 School	Addendum			\$750.00
Baca	Florence	ADDN - Student Council MS	ADCT	Wilson K-8 School	Addendum			\$1,350.00
Baca	Florence	ADDN - Yearbook MS	ADCT	Wilson K-8 School	Addendum			\$1,500.00
Basye	Jody	Coach - Football Assistant HS	ADCT	CDO High School	Addendum			\$2,500.00
Bernal	Yemen	ADDN - School Support Team	ADCT	Prince Elementary	Addendum			*\$20.00 per hour
Boe	Bradley	ADDN - Curriculum Development	ADCT	Ironwood Ridge High	Addendum			\$25.00 per hour
Boyer	Lisa	ADDN - Technology Coach EL	ADCT	Wilson K-8 School	Addendum			\$1,550.00
Bratthauer-Heaps	Dawn	ADDN - Technology Coach EL	ADCT	Donaldson Elementary	Addendum			\$1,550.00
Brower	Thomas	ADDN - Academic Assistant EL	ADCT	Wilson K-8 School	Addendum			\$700.00
Bruce	Kathryn	ADDN - Academic Assistant EL	ADCT	Coronado K-8 School	Addendum			\$700.00

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Bruce	Kathryn	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Bulisache	Michelle	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Bulisache	Michelle	Special Education Facilitator	ADCT	Coronado K-8 School	Addendum		\$1,950.00	
Burgin	Samantha	DH - Support Program HS	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	
Busby	Devon	Coach - Spiritleading Assistant Fall H	ADCT	Ironwood Ridge High	Addendum		\$2,450.00	
Carlson	Joanne	ADDN - Dyslexia Training Designee	ADCT	Wilson K-8 School	Addendum		\$3,350.00	
Chen	Christopher	ADDN - eSports	ADCT	CDO High School	Addendum		\$1,800.00	
Cochran	James	ADDN - Performing Arts MS	ADCT	Coronado K-8 School	Addendum		\$1,800.00	
Cortese	Scott	Coach - Football Assistant HS	ADCT	Ironwood Ridge High	Addendum		\$2,500.00	
Cruce	Jennifer	ADDN - Academic Assistant EL	ADCT	Coronado K-8 School	Addendum		\$700.00	
Cruce	Jennifer	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Cypert	Jacob	DH - Counseling HS	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	
Daigle	Joyce	ADDN - Dyslexia Training Designee	ADCT	Coronado K-8 School	Addendum		\$3,350.00	
Daigle	Joyce	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Engel	Katherine	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Ewy	Danny	ADDN - Academic Assistant EL	ADCT	Donaldson Elementary	Addendum		\$700.00	
Felix	Jennifer	ADDN - Student Government HS	ADCT	CDO High School	Addendum		\$1,750.00	12
Fritton	Teresa	ADDN - Technology Coach MS	ADCT	Wilson K-8 School	Addendum		\$1,550.00	
Galindo Rosenbau	Ruth	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Garmon	Guadalupe	ADDN - National Honor Society MS	ADCT	Coronado K-8 School	Addendum		\$750.00	
Gates	Julia	Site Program Coordinator	ADCT	Nash Elementary	Added Duty		\$10,481.47	
Gerard	Michelle	ADDN - Summer Weights	ADCT	CDO High School	Addendum		*\$910.00	
Glavin	Kelsey	ADDN - Administrative Designee (Adi	ADCT	Holaway Elementary	Addendum		\$2,000.00	
Glavin	Kelsey	ADDN - AVID Site Team Coordinator	ADCT	Holaway Elementary	Addendum		\$1,500.00	

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Glor	Daniel	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Gonzalez	Gabriela	ADDN - School Support Team	ADCT	Prince Elementary	Added Duty		*\$20.00 per hour	
Green	Rebecca	ADDN - AVID Site Team Coordinator	ADCT	Coronado K-8 School	Addendum		\$1,500.00	
Green	Rebecca	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Greenberg	Elyse	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Greenberg	Elyse	ADDN - Technology Coach EL	ADCT	Coronado K-8 School	Addendum		\$1,550.00	
Greenberg	Elyse	ADDN - Yearbook MS	ADCT	Coronado K-8 School	Addendum		\$1,500.00	
Greenberg	Elyse	ADDN - Newspaper MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Guymon	Kate	ADDN - AVID Site Team Coordinator	ADCT	Donaldson Elementary	Addendum		\$1,500.00	
Harding	Kevin	Special Events Worker	ADCT	Amphi High School	Addendum		\$14.35 per hour	
Haverty	Matthew	Special Events Worker	ADCT	Amphi High School	Addendum		\$14.35 per hour	
Hawk	Amy	ADDN - Dyslexia Training Designee	ADCT	Donaldson Elementary	Addendum		\$3,350.00	
Heagle	Denise	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Hill	Christian	ADDN - Performing Arts MS	ADCT	Wilson K-8 School	Addendum		\$1,800.00	
Hitchye	Jordan	Coach - Football Assistant HS	ADCT	CDO High School	Addendum		\$2,500.00	
Hitchye	Jordan	ADDN - Summer Weights	ADCT	CDO High School	Addendum		*\$910.00	
Holt	Kris	Site Program Coordinator	ADCT	Prince Elementary	Added Duty		\$9,548.18	
Horetski	Christine	Special Education Facilitator	ADCT	Holaway Elementary	Addendum		\$750.00	
Howell	Luke	ADDN - Newspaper Addendum HS	ADCT	Ironwood Ridge High	Addendum		\$1,850.00	
Howland	Patricia	DH - Science MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Humphreys	Anita	ADDN - Administrative Designee (Ad	ADCT	Donaldson Elementary	Addendum		\$2,000.00	
Jacobson	Isabel	ADDN - Performing Arts MS	ADCT	Wilson K-8 School	Addendum		\$1,800.00	
Jacobson	Isabel	ADDN - Performing Arts MS	ADCT	Wilson K-8 School	Addendum		\$1,800.00	
Kautz	Douglas	DH - Mathematics HS	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Kautz	Douglas	Coach - Golf HS	ADCT	Ironwood Ridge High	Addendum		\$2,600.00	
Knepper	Damon	ADDN - Band Director HS	ADCT	Ironwood Ridge High	Addendum		\$3,050.00	
Kuhn	Brandon	Special Events Worker	ADCT	Amphi High School	Addendum		\$14.35 per hour	
Laughter	Marlana	ADDN - Curriculum Development	ADCT	Federal/State Programs	Addendum		\$25.00 per hour	
Linn	David	DH - Mathematics MS	ADCT	Wilson K-8 School	Addendum		\$1,200.00	
Lopez	Stephanie	ADDN - Academic Assistant EL	ADCT	Walker Elementary	Addendum		\$700.00	
Lovins	Rachel	ADDN - Vocal Music HS	ADCT	Ironwood Ridge High	Addendum		\$1,950.00	
Lovins	Rachel	ADDN - Orchestra HS	ADCT	Ironwood Ridge High	Addendum		\$1,950.00	
Magrie	Kylie	ADDN - Dyslexia Training Designee	ADCT	Holaway Elementary	Addendum		\$3,350.00	
Marlatt	Lauren	DH - Science MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Marlatt	Lauren	ADDN - Student Council MS	ADCT	Coronado K-8 School	Addendum		\$1,350.00	
Marlatt	Lauren	ADDN - Vex Robotics	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Marlatt	Lauren	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Martinez	Amy	ADDN - Musical Assistant Director HS	ADCT	Ironwood Ridge High	Addendum		\$1,696.00	
McDole	Kimberly	ADDN - Administrative Designee (Ad	ADCT	Keeling Elementary	Addendum		\$2,000.00	
McGowan	Alissa	ADDN - Student Government HS	ADCT	Ironwood Ridge High	Addendum		\$1,750.00	
Menaugh	Jill	DH - Fine Arts HS	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	
Mendivil	Jorge	ADDN - Summer Weights	ADCT	Amphi High School	Addendum		\$1,040.00	14
Moreno	Kristin	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Moreno	Kristin	DH - Language Arts MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Mounds	Brianna	ADDN - Technology Coach EL	ADCT	Keeling Elementary	Addendum		\$1,550.00	
Mounds	Brianna	ADDN - Student Council EL	ADCT	Keeling Elementary	Addendum		\$950.00	
Mounds	Brianna	ADDN - AVID Site Team Coordinator	ADCT	Keeling Elementary	Addendum		\$1,500.00	
Obregon	Jose	DH - Social Studies MS	ADCT	Wilson K-8 School	Addendum		\$1,200.00	

*	2023-2024 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Powell	Matthew	Coach - Football Assistant HS	ADCT	CDO High School	Addendum		\$2,500.00	
Powell	Matthew	Coach - Equipment Technician Winte	ADCT	CDO High School	Addendum		\$1,850.00	
Powell	Matthew	Coach - Equipment Technician Fall H	ADCT	CDO High School	Addendum		\$1,850.00	
Powell	Matthew	Coach - Equipment Technician Sprin	ADCT	CDO High School	Addendum		\$1,850.00	
Quevedo	Shelley	DH - Mathematics MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Quevedo	Shelley	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Rincon	Christina	ADDN - 301 Payment	ADCT	Wetmore Center	Performance Stipend		* \$4,811.42	
Rini	Kaitlyn	ADDN - Dyslexia Training Designee	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	
Roche	Christine	ADDN - Extra Hours	ADCT	Cross Middle School	Added Duty		\$35.52 per hour	
Ronstadt	Joshua	ADDN - Curriculum Development	ADCT	CDO High School	Addendum		\$25.00 per hour	
Roseman	Ronny	ADDN - Technology Coach HS	ADCT	CDO High School	Addendum		\$1,550.00	
Rossi	Eric	ADDN - Summer Weights	ADCT	CDO High School	Addendum		*\$910.00	
Rossi	Eric	Coach - Football Assistant HS	ADCT	CDO High School	Addendum		\$2,500.00	
Scheffel	Liesl	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Shaheen	John	ADDN - Flags Coach HS	ADCT	Ironwood Ridge High	Addendum		\$1,250.00	
Shaheen	John	ADDN - Performing Arts MS	ADCT	Coronado K-8 School	Addendum		\$1,800.00	
Shepard	Andrea	ADDN - Dyslexia Training Designee	ADCT	Wilson K-8 School	Addendum		\$3,350.00	15
Silvas	Sharon	DH - Language Arts MS	ADCT	Wilson K-8 School	Addendum		\$1,200.00	
Smith	Micheal	DH - Physical Education HS	ADCT	Ironwood Ridge High	Addendum		\$3,350.00	
Somerville	Trasea	ADDN - 301 Payment	ADCT	Wetmore Center	Performance Stipend		* \$4,870.16	
Sparlin	Erika	ADDN - School Support Team	ADCT	Coronado K-8 School	Addendum		\$20.00 per hour	
Sparlin	Erika	DH - Social Studies MS	ADCT	Coronado K-8 School	Addendum		\$1,200.00	
Spencer	Dawna	Special Education Facilitator	ADCT	Donaldson Elementary	Addendum		\$750.00	
Steiner	Emily	ADDN - Odyssey of the Mind	ADCT	Wilson K-8 School	Addendum		\$1,200.00	

*	2023-2024 School Year					ADCT	Addendum Certified	
Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
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# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Tapling	Colby	ADDN - School Support Team	ADCT	Prince Elementary	Addendum			*\$20.00 per hour
Terrece	Tatum	ADDN - Academic Assistant EL	ADCT	Donaldson Elementary	Addendum			\$700.00
Tuo	Alexis	ADDN - Odyssey of the Mind	ADCT	Walker Elementary	Addendum			\$1,200.00
Tyczynski	Kristine	ADDN - 301 Payment	ADCT	Wetmore Center	Performance Stipend			* \$500.00
Upmann	Adam	ADDN - Math Counts EL	ADCT	Coronado K-8 School	Addendum			\$950.00
Watkins	Brent	Coach - Golf HS	ADCT	CDO High School	Addendum			\$2,600.00
Willis	John	Special Events Worker	ADCT	Amphi High School	Addendum			\$14.35 per hour
Wojdyla	Cheryl	Coach - Volleyball Assistant HS	ADCT	Ironwood Ridge High	Addendum			\$2,400.00
Yetmen	Christopher	ADDN - Academic Decathlon HS	ADCT	CDO High School	Addendum			\$1,600.00
Acevedo	Briana	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour
Alexander	Janine	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty			\$21.01 per hour
Berkej	Thomas	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour
Berkej	Thomas	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty			\$17.07 per hour
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$26.59 per hour
Blauser	Devonne	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$26.59 per hour
Calderon	Jesus	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour
Calderon	Jesus	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty			\$20.57 per hour
Campbell	Kevin	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty			\$15.30 per hour
Davis	Hailey	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour
Franks	Thomas	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty			\$21.76 per hour
Guadian	Amelinda	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$23.56 per hour
Guadian	Amelinda	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$23.56 per hour
Hagin	Lea	ADDN - Extra Hours	ADCL	Coronado K-8 School	Added Duty			\$17.22 per hour
Harding	Vanessa	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour

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

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Hoffman	George	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Innes	Sandra	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$17.97 per hour	
Jordan	Meghan	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty		\$16.36 per hour	
Lerch	Gary	ADDN - Extra Hours	ADCL	Coronado K-8 School	Added Duty		\$21.47 per hour	
Levy Caliva	Jessica	ADDN - Extra Hours	ADCL	Coronado K-8 School	Added Duty		\$34.89 per hour	
Ley	Ismael	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Lucero	Paul	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Lucero	Paul	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$15.61 per hour	
Melzer	Donna	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$23.63 per hour	
Mendoza	Tamara	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Mendoza	Tamara	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$18.27 per hour	
Montero-Morales	Yoseline	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$15.89 per hour	
Pearcy	Cindy	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$17.33 per hour	
Perez	Daryana	ADDN - Extra Hours	ADCL	Federal/State Programs	Added Duty		\$16.02 per hour	
Sandate	Christina	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Thatcher	Mary	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty		\$22.37 per hour	
Thongkumsai	Bobby	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$21.70 per hour	
Thongkumsai	Bobby	ADDN - Extra Hours	ADCL	Transportation	Added Duty		\$21.70 per hour	17
Tyler	Celina	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Valenzuela	Loretta	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Velasquez	Claudia	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Velazquez	Florentino	ADDN - Extra Hours	ADCL	Amphi High School	Added Duty		\$18.38 per hour	
Velazquez	Florentino	Special Events Worker	ADCL	Amphi High School	Addendum		\$14.35 per hour	
Velez Hernandez	Laura	ADDN - Extra Hours	ADCL	Nash Elementary	Added Duty		\$16.83 per hour	

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Addendum	Employee receiving extra-curricular position or stipend					ADCL	Addendum Classified	
Added Duty	Employee working additional hours or days					ADACS	Addendum Amphi Community Schools	
Additional Position	Employee working an additional position					CT-AD	Certified Administrative	
Correction	Correction to contract					CT	Certified	
Decrease FTE	Decrease in hours					CL-AD	Classified Administrative	
Extension	End date being extended					CL	Classified	
Increase FTE	Increase in hours/contract					PR	Professional	
Promotion	Employee receiving a promotion to another position					EL	Elementary	
Reassignment	Employee moving to another position at the direction of the administration					MS	Middle School	
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Temporary	Employee working for a limited period of time							
Transfer	Employee moving from one position to another							

# GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Venegas-Long	Diana	ADDN - Extra Hours	ADCL	Coronado K-8 School	Added Duty			\$17.19 per hour
Welch	Adam	Special Events Worker	ADCL	Amphi High School	Addendum			\$14.35 per hour
Wilson	Hermon	ADDN - Extra Hours	ADCL	Transportation	Added Duty			\$23.63 per hour

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



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

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**DATE OF MEETING:** July 23, 2024

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

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**BACKGROUND:**

Leave(s) of absence will be presented herein and are current as of July 22, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**



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John Hastings, Director of Human Resources

Date: July 22, 2024



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Todd A. Jaeger, J.D., Superintendent

7/23/2024

**GOVERNING BOARD MEETING  
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Larriva	Amanda	Teacher - REACH	CT	Rillito Center	05/17/2024	End
Tuo	Alexis	Teacher - Literacy Intervention	CT	Walker Elementary	05/20/2024	End
Melzer	Donna	Bus Driver	CL	Transportation	08/01/2024	End
Olson	Lyle	Classroom Aide/Caregiver	CL	Rillito Center	05/16/2024	End
Roberts	Coral	Teacher - Preschool Director	CL	Nash Elementary	08/01/2024	Start
Tyczynski	Kristine	Assistant to Audiologist	CL	Wetmore Center	05/20/2024	End
Ving	Dolores	Shipping/Receiving Clerk	CL	Warehouse	07/08/2024	Start

\* 2023-2024 School Year  
CT-AD Certified Administrative  
CT Certified  
CL-AD Classified Administrative  
CL Classified  
PR Professional



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

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**DATE OF MEETING:** July 23, 2024

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

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**BACKGROUND:**

Separation(s) and termination(s) will be presented herein. Separations are current as of July 22, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

A handwritten signature in black ink, appearing to read "John Hastings", is written over a horizontal line.

John Hastings, Director of Human Resources

Date: July 22, 2024

A handwritten signature in black ink, appearing to read "Todd A. Jaeger", is written over a horizontal line.

Todd A. Jaeger, J.D., Superintendent

7/23/2024

**GOVERNING BOARD MEETING  
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Silva	Laura	Social Worker	CT-PR	Mesa Verde Elementary	05/17/2024	Resignation	*
Cecena	Maria	Transportation Attendant	CL	Transportation	05/16/2024	Resignation	*
Larson-Camacho	Katheryn	Special Education Teaching	CL	Donaldson Elementary	05/16/2024	Resignation	*
Rocha	Jose	Computer Systems Operator	CL	Amphi High School	06/20/2024	Resignation	*
Stout	Nathan	Custodian I	CL	Coronado K-8 School	06/27/2024	Dismissal	
Yoder	Daniel	Bus Driver	CL	Transportation	05/16/2024	Resignation	*

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

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

**07/23/2024 GOVERNING BOARD MEETING  
SEPARATIONS**

**Substitutes**

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Abedian	Linda		CT		06/26/2024	
Abernathey	Alex		CT		06/26/2024	
Akguc	Berrin		CT		06/26/2024	
Alexander	Terry		CT		06/26/2024	
Andrade	Nikoly		CT		06/26/2024	
Bartelt	Mary		CT		06/26/2024	
Berisha	Deanna		CT		07/02/2024	
Brannon	Breann		CT		07/02/2024	
Bresemann	Sean		CT		07/02/2024	
Bridge	Jeffrey		CT		07/02/2024	
Casey	Nancy		CT		07/02/2024	
Cavanaugh	Autumn		CT		07/02/2024	
Cluff	Terri		CT		07/02/2024	
Colaiani	Jeanie		CT		07/02/2024	
D'Amore	Jodie		CT		07/02/2024	
Donoghue, Jr	John		CT		07/02/2024	
Dotts	Philip		CT		07/02/2024	
Felix	Ronald		CT		07/02/2024	
Goodman	Kiva		CT		07/03/2024	
Herrera	Hollie		CT		07/03/2024	
Hezlep	Ellen		CT		07/03/2024	
Hilbert	Kathryn		CT		07/03/2024	
Hobson	Eric		CT		07/03/2024	

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AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified

**07/23/2024 GOVERNING BOARD MEETING  
SEPARATIONS**

**Substitutes**

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Hunkins	Silvana		CT		07/03/2024	
Jackson	Christina		CT		07/03/2024	
Jean	Katrina		CT		07/03/2024	
Jones	Oben		CT		07/03/2024	
Keller	Samson		CT		07/03/2024	
Kent	Christopher		CT		07/03/2024	
Knoll	Patricia		CT		07/03/2024	
Koellner	Michael		CT		07/03/2024	
Lewis	Marsha		CT		07/03/2024	
Milner	Sarah-Jean		CT		07/03/2024	
Moore	Matilda		CT		07/03/2024	
Mower	Linda		CT		07/03/2024	
Neier-Gordon	Tami		CT		07/03/2024	
Pacheco	Christopher		CT		07/03/2024	
Pasanen	Stephanie		CT		07/03/2024	
Posada	Crianna		CT		07/03/2024	
Rabellizsa	Dayton		CT		07/03/2024	
Rash	Rylee		CT		07/03/2024	
Reichert	Cynthia		CT		07/03/2024	
Roden	Holly		CT		07/03/2024	
Ronquillo	David		CT		07/03/2024	
Rosen	Steve		CT		07/03/2024	
Rosenthal	Samantha		CT		07/03/2024	
Rouille	Chris		CT		07/03/2024	

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AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified

**07/23/2024 GOVERNING BOARD MEETING  
SEPARATIONS**

**Substitutes**

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Santiago-Reis	Georgina		CT		07/03/2024	
Sawyer	Hannah		CT		07/03/2024	
Strum	Andy		CT		07/03/2024	
Terpstra	Cynthia		CT		07/03/2024	
Tharp	Barbara		CT		07/08/2024	
Thompson	Jami		CT		07/08/2024	
Wendtland	James		CT		07/08/2024	
Wied	Tom		CT		07/08/2024	
Williams	Dennis		CT		07/08/2024	
Wolk	Robert		CT		07/08/2024	
Wyble	Sommer		CT		07/08/2024	
Battaglia	Beverly		CL		06/26/2024	
Berry Rooney	Anastasia		CL		07/02/2024	
Crouse	Meredith		CL		07/02/2024	
Davis	Gloria		CL		07/02/2024	
Dutton	Naomi		CL		07/02/2024	
Ellerd	Megan		CL		07/02/2024	
Hall	Jane		CL		07/03/2024	
Johnson	Maggie		CL		07/03/2024	
Knapp	Kimberly		CL		07/03/2024	

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AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified

**07/23/2024 GOVERNING BOARD MEETING  
SEPARATIONS**

**Substitutes**

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Matheson	Sharon		CL		07/03/2024	
McCollum	Dahlia		CL		07/03/2024	
Olson	Diane		CL		07/03/2024	
Owensby	Cecilia		CL		07/03/2024	
Perfetto	Elise		CL		07/03/2024	
Rusak	Keara		CL		07/03/2024	
Terry	Jade		CL		07/03/2024	
Tran	Dylan		CL		07/08/2024	

AD Administrative  
 PR Professional  
 CT Certified  
 CL Classified



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

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**DATE OF MEETING:** July 23, 2024

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

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**BACKGROUND:**

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of July 22, 2024.

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**RECOMMENDATION:**

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

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**INITIATED BY:**



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John Hastings, Director of Human Resources

Date: July 22, 2024



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Todd A. Jaeger, J.D., Superintendent

7/23/2024

**GOVERNING BOARD MEETING  
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Bartley	Daniel	ADDN - Summer Weights	Ironwood Ridge High	Stipend	\$1,040.00
Bartley	Daniel	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Basye	Andrew	Coach - Football Assistant HS	CDO High School	Stipend	\$2,500.00
Childs	James	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Cooper	Ammie	Coach - Spiritleading Assistant Fa	Ironwood Ridge High	Stipend	\$2,250.00
Fischer	Alyssa	Coach - Spiritleading Assistant Fa	Ironwood Ridge High	Stipend	\$2,250.00
Hyde	Joshua	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Landers	Courtney	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Laos	Jeffery	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Low	Tyler	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Main	Brittain	ADDN - Summer Weights	CDO High School	Stipend	*\$910.00
Pakkala	R. Jason	Coach - Football Assistant HS	Ironwood Ridge High	Stipend	\$2,500.00
Portillo	Lizette	Coach - Spiritleading Assistant Fa	Ironwood Ridge High	Stipend	\$2,250.00
Soto	Veronica	Coach - Spiritleading Assistant Fa	CDO High School	Stipend	\$2,450.00
Winkel	Hannah	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00

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\* 2023-2024 School Year



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

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**DATE OF MEETING: July 23, 2024**

**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.

June 11, 2024

June 25, 2024

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**RECOMMENDATION:**

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

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**INITIATED BY:**

*Jen Anderson*

Jen Anderson  
Executive Assistant to the Superintendent & Governing Board

Date: July 10, 2024

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

**Minutes of the Regular Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, June 11, 2024**

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A Regular public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, June 11, 2024 beginning at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

**Governing Board Members Present**

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

**Superintendent's Cabinet Members**

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

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

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

**2. PLEDGE OF ALLEGIANCE**

President Baker asked Ms. Day to lead the Pledge of Allegiance.

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

President Baker announced that the next Special Governing Board meeting will be held on Tuesday, June 25, 2024 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

**4. RECOGNITIONS**

**A. Recognition of Ironwood Ridge High School 2024 Track Division II State Champions and State Runners Up**

Superintendent Jaeger asked Mr. Armando Soto, Director of Interscholastics to come forward to introduce the recognitions this evening. For the first recognition, Mr. Soto invited the Athletic Director for Ironwood Ridge High School, Ms. Patsy Harris to come forward. Ms. Harris explained that much of the track team is currently out of the state and that the coach was also unable to attend this evening. She went on to say that the Ironwood Ridge Track Team had over 130 participants this year, which is the most they've ever had. Ms. Harris named the students who placed first and second at the state competition and commented that most of this year's team members will be back again next year so they look forward to another successful season.

**B. Recognition of Canyon del Oro High School 2024 Division III Discus State Runner Up**

Mr. Soto introduced Stephen Mosley, one of the Canyon del Oro High School Track and Field coaches. Coach Mosley stated that Katrina Trahan has been throwing discus for three years and this year she placed first in the event for the District and second in the state. Katrina also

broke a school record that was previously held for twelve years by throwing 143 feet, 7 inches.

Mr. Kopec presented Katrina with a certificate of recognition. A picture was taken with Katrina, Coach Mosley, the Governing Board and Superintendent Jaeger to mark the occasion.

### **C. Recognition of Canyon del Oro High School 2024 4A Softball State Runners Up**

Superintendent Jaeger shared that some of the Governing Board members and District administration were able to attend the State Championship Softball game and were very proud of the showing the girls made. Mr. Soto introduced Canyon del Oro High School Softball Coach, Kelly Fowler. Coach Fowler said that the team had a great season with a record of 33-3. They were disappointed to not win the last game but were proud of their performance leading up to it. Coach Fowler asked the team members present to introduce themselves. The seniors shared their position and which school they are headed to next year. The rest of the team members shared their names and positions.

Ms. Day presented Coach Fowler with certificates of recognition to distribute to the team members. A picture was taken with the Governing Board, Superintendent Jaeger, Coach Fowler, and the softball team members.

### **D. Recognition of Canyon del Oro High School 2024 4A Baseball State Runners Up**

Superintendent Jaeger noted that both Canyon del Oro High School softball and baseball teams made appearances at the state championship game this year. Mr. Soto took the opportunity to explain that there was a reclassification instituted by the Arizona Interscholastic Association (AIA) which moves Canyon del Oro High School up to the 5A Division next year. The move is based on the school's enrollment. Mr. Soto introduced Canyon del Oro High School Baseball coach, Jason Hisey. Coach Hisey stated that he appreciated the opportunity to recognize the team and the program. He thanked the site administration for their continued support as well as support from Mr. Soto. He also thanked Ms. Harris for hiring him. Coach Hisey shared the winning history of the Canyon del Oro High School Baseball program and the multiple times they have made appearances at the state championship game. He took an opportunity to specifically highlight the seniors on this year's team who have been to the state championship game three times in their high school careers. Two players from the team were able to join in person to accept recognition on the team's behalf.

President Baker extended congratulations to the team and coaches for their tremendous program. He presented Coach Hisey with certificates of recognition to distribute to the team members and coaches. A picture was taken with the team members in attendance, Coach Hisey, the Governing Board and Superintendent Jaeger.

## **5. INFORMATION**

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

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

Superintendent Jaeger commented that some people think activities shut down during the summer, but there is still a lot going on. He began his report by sharing photo highlights of recent events in the District.

Superintendent Jaeger said the District is offering free meals at Amphitheater High School until June 20. The cost of the meals is underwritten by federal funding, and breakfast and lunch are available for all community children 18 and under, not just Amphi students. Meals must be eaten on site.

Superintendent Jaeger talked about the summer school program that is offered this year. He reported that the program is available to middle and high school students, and approximately 400 students are enrolled. He said that Canyon del Oro High School will be holding its Summer Bridge program for incoming 9th graders again this year.

Superintendent Jaeger spoke about professional development opportunities this summer. He said that AVID (Advancement Via Individual Determination) training was held for teachers new to AVID. Approximately 60 (30 elementary and 30 secondary) teachers attended and they earned their “AVID Trained Educator” certificates. The eight modules of learning were presented by District staff who have been trained to do so by AVID.

He stated that the upcoming National AVID Summer Institute in Dallas TX, includes three days of training for 101 teachers, staff, and Board Member Kopec. At the event, the staff will choose a Community of Practice, and afterwards all Amphi teachers will also come together to create site specific goals and action plans for the 2024-2025 school year, led by Ms. Julie Valenzuela. The site plans and goals will be aligned to students’ own personalized learning goals, our District College and Career Readiness Framework, and the District Portrait of a Graduate.

Superintendent Jaeger reported on additional Summer Institutes including:

**Structured Literacy Institute:**

Elementary teachers and curriculum coordinators will meet to learn about the foundations of structured literacy and the integration into elementary curricula.

**Spanish Scope and Sequence:**

Secondary Spanish teachers will meet to develop a scope and sequence guide for Spanish. The work will be centered around the newly adopted Spanish curriculum.

**Instructional Technologies:**

Lauren McIntyre will be conducting several summer sessions concentrating on the integration of instructional technologies in the classroom.

Superintendent Jaeger reported that principals and assistant principals completed a seminar on the CSTAG (Comprehensive School Threat Assessment Guidelines). He said it is a nationally recognized model that supports school identification of students in distress, evaluating concerns, and intervening to support students and ensure their safety. He thanked Mr. Munger for facilitating the training and said that Amphitheater is only the second district in Pima County to provide this training to administrators. Future trainings will be provided to counselors, social workers, health staff, BIMs, front office staff, teachers, and other groups.

Superintendent Jaeger talked about the Cognia re-accreditation process. He noted that Mr. Munger is leading this effort, and the leadership team has met with the Cognia lead and co-lead accreditors to begin the completion of the 6-year Cognia system re-accreditation. He said that over the next several months, the District will complete the required attestations and provide data associated with Cognia’s 4 characteristics:

- Culture of Learning
- Leadership for Learning
- Engagement for Learning
- Growth in Learning

He explained that there will be lots of work ahead, and in March 2025 the accreditation process will be complete.

Superintendent Jaeger reviewed the current certificated vacancies. He said for many years, the hiring of highly qualified teachers across the nation has been challenging, but is especially so in the state of Arizona, due to low school funding.

He shared the current staffing needs:

- 7.4 total secondary vacancies across all 3 high schools

- 1.667 total secondary vacancies across 3 of the middle schools
- 8.9 total elementary vacancies across 7 of the elementary schools
- 26.9 total Special Education vacancies across 14 of our schools (all grade levels), including Resource, Cross Cat, Preschool, and ED-P

Superintendent Jaeger noted that at this time of the year is not uncommon to still have some vacancies and explained that administration is working hard to fill these positions.

He offered to answer any questions.

President Baker thanked him for the report.

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

*For the Status of Construction Project attachments see Exhibit 2.*

Superintendent Jaeger said that Mr. La Nasa will give an update on District construction projects that utilize bonds and other funding sources. He asked Mr. LaNasa to present the report.

Mr. LaNasa spoke about the projects currently under construction with School Facility Division Building Renewal Grants (BRG), Bond, Adjacent Ways and ESSER funding. He shared that there are many projects currently underway during the summer months including:

- A/C conversion at the Amphi High School Gymnasium
- Flooring projects across various kitchens particularly the kitchen at Ironwood Ridge High School
- Removing carpet flooring at various sites and polishing the concrete underneath
- Hot water tank at Copper Creek Elementary School was replaced using bond funds as there are no more BRG funds available
- Chain-link fencing erected at Innovation Academy to discourage parent pick up at the public park east of the campus which creates unsafe pedestrian traffic across the bus lane
- BRG funds were used to replace cooling towers at Prince Elementary School
- New security gates installed at Wilson K-8 School and continued progress on replacing the hot/chilled water line
- Grant money was approved last week to replace a compressor and chiller at Rio Vista Elementary School

Mr. La Nasa reported that the District completed \$4.6 million in grant funded projects this fiscal year.

## **6. PUBLIC COMMENT**

There were no comments.

## **7. CONSENT AGENDA**

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

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

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

*Ms. Cox Golder moved for Consent Agenda Items 7. A.-I. be approved as presented. Mr. Kopec seconded the motion. Voice vote in favor – 5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Consent Agenda Items 7. A.-I. passed.*

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

*Non-administrative personnel appointments were approved as listed in Exhibit 3.*

**B. Approval of Personnel Changes**

*Certified and classified personnel changes were approved as listed in Exhibit 4.*

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

*Separations and terminations were approved as listed in Exhibit 5.*

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

*Stipend for Coaching Volunteers were approved as listed in Exhibit 6.*

**E. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,617,734.22**

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1319	\$165,855.96	1320	\$8,319.74	1321	\$42,292.15
1322	\$74,980.73	1324	\$538,817.64	1325	\$168,960.82
1326	\$9,207.66	1327	\$499,442.41	1328	\$227,214.28
1329	\$134,380.73	1330	\$527,095.68	1331	\$7,692.58
1332	\$204,813.78	1333	\$8,840.06		

**F. Acceptance of Gifts**

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

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

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

**H. Approval of Amendment to Intergovernmental Agreement with the City of Tucson for Facility Usage for Public Recreation**

*The Governing Board approved Amendment to Intergovernmental Agreement with the City of Tucson for Facility Usage for Public Recreation as submitted in Exhibit 10.*

**I. Approval of Out of State Travel**

*The Governing Board approved requests for out of state travel as listed in Exhibit 11.*

**8. STUDY**

**A. Study of Proposed Varsity Letter Policy**

*For the Proposed Varsity Letter Policy attachments see Exhibit 12.*

Superintendent Jaeger explained that a concern was brought forth by Board Member Day about the inconsistencies under which student athletes are awarded varsity letters. This led to the District conducting an audit on the current procedures across the three high schools and ultimately the formation of a committee to recommend a Governing Board policy. Superintendent Jaeger asked Associate Superintendent for Secondary Education, Matt Munger to explain the process.

Mr. Munger spoke about what a coveted achievement a varsity letter is and the gravity of what they mean to student athletes. He explained that the varsity letter committee was formed with the intention of establishing a clear, consistent, and equitable policy that was transparent to students, parents, and coaches. Mr. Munger spoke about the varsity letter survey that was used to gather data on what criteria coaches are currently using to award letters, the committee members comprised of coaches from all three high schools and across all three seasons, as well as the results of the survey.

Mr. Munger shared that with the data received the committee created a focus of work which ultimately led to policy recommendations and a proposed plan of implementation. The policy recommendation is as follows:

1. A student-athlete who is on the published varsity roster will be awarded a varsity letter
2. Student-athletes on non-varsity level teams would earn a varsity letter if they participated in at least 20% of varsity competitions and/or invitationals
3. Additional factors that may be considered include:
  - Participation in post-season competitions
  - Promotion to varsity roster/team
  - Promotion due to injury
  - Sportsmanship
4. Team fundraisers and fundraising activities cannot be considered
5. Disqualifying factors include:
  - a. Violation of the 24/7 Rule
  - b. Removal from a team by school administration (Policy JKDA)
  - c. Violation of an AIA Rule that results in school-level discipline

Mr. Munger stated that if the Governing Board adopts the policy, coaches will receive the policy at required pre-season meetings and it will be included in the District's Athletic Packet. The policy will be discussed at District pre-season parent meetings and any team meetings. Mr. Munger offered to answer any questions.

Ms. Cox Golder asked if a student's year in school had any determination of their ability to receive a letter. Mr. Munger stated that year in school was not a criteria.

Ms. Day asked about when a student who is not originally on the varsity roster is moved up to varsity game play. Mr. Munger stated if a student participates in 20% of the team's competitions, then they would qualify for a letter.

Dr. Baker asked for more information on this notion using cross country as an example. Mr. Munger explained this is why there is a guideline of 20% of game play as opposed to a number of matches as there is a large variance between different sports in the number of "games" played.

Ms. Day asked if 20% participation was achievable across different sports. Mr. Munger stated that it was.

Ms. Day also expressed a concern about the use of the phrase "coach's discretion". Mr. Munger explained that coaches have discretion as to whether or not to move a non-varsity team member up to the varsity roster to fill a gap, but the awarding of a letter is based on meeting the designated criteria and not just up to the coach's discretion.

Ms. Cox Golder asked if students have to apply for a varsity letter. Mr. Munger stated they did not.

Ms. Day thanked Mr. Munger for his work on this policy recommendation.

Superintendent Jaeger explained that this item was just for study this evening and it will be brought back for approval at a later date.

## **9. ACTION**

- A. Approval of Resolution Ordering and Calling a Special Bond Election to be held in and for Amphitheater Unified School District No. 10 of Pima County, Arizona on November 5, 2024; Providing for the Conduct of the Election, Setting a Deadline to Submit Arguments "For" or "Against" the Bonds, the Printing of Ballots, the Canvassing**

**of the Election and Authorizing the District’s Chief Financial Officer as the Officer to Comply with Sections 103 and 141 through 150 of the Internal Revenue Code**

*For the Resolution Ordering and Calling a Special Bond Election to be held in and for Amphitheater Unified School District No. 10 of Pima County, Arizona on November 5, 2024; Providing for the Conduct of the Election, Setting a Deadline to Submit Arguments “For” or “Against” the Bonds, the Printing of Ballots, the Canvassing of the Election and Authorizing the District’s Chief Financial Officer as the Officer to Comply with Sections 103 and 141 through 150 of the Internal Revenue Code see Exhibit 13.*

Superintendent Jaeger spoke about the previous study items that were brought forth to the Governing Board over the last few weeks regarding the need to call for a bond election due to the current bond program expiring. He pointed out the timeframe necessary to pursue voter approval for the bond election, and that action is required at this meeting from the Governing Board. Superintendent Jaeger reiterated that the District is able to seek these funds without increasing the current tax rate and in fact, during the lifetime of this bond program, taxes may decrease. He went on to stress the necessity of these bond funds due to diminishing state funds allocated to Building Renewal Grants (BRG) which used to be more plentiful. Superintendent Jaeger stated Districts like Amphitheater are fortunate to be able to fill the void in state funding in this way as there are communities where there are not bond funds to repair and improve facilities. The lack of these funds results in buildings in disrepair, inadequate heating/cooling, and other safety issues. Superintendent Jaeger stated the District is proposing \$84 million in bond funding and noted the District will continue to pursue using BRG funds as much as possible. He shared the main categories bond funds would be used for which includes:

- School facility maintenance and renovation
- Student transportation (purchase of school buses)
- Safety and Security measures and improvements
- Technology infrastructure

Ms. Cox Golder asked about the length of the bond program. Superintendent Jaeger responded that the bond’s legal length varies based on what it is used for but is typically 7-10 years. She also asked if there is a minimum each year that has to be spent. Superintendent Jaeger stated that there is actually a maximum that they can sell each year and that is what determines the ability to keep the tax rate where it is. Ms. Cox Golder inquired about a bond committee. Superintendent Jaeger stated there is not currently a political action committee, but there likely will be one formed as there are some interested parties. He noted that once the election is called for, there cannot be any District resources used to advocate in any way for passage of this bond.

Mr. Kopec thanked Superintendent Jaeger for his introduction of this item. He feels the District has been very judicious in its use of the various funding sources available and that it is important the tax rate will remain stable. Mr. Kopec expressed that the proposed content of the projects was specific enough, but also affords flexibility if needed. He shared he was hopeful for the public support of this measure and thanked everyone for their work on this project.

*Dr. Baker moved to adopt the Resolution Ordering and Calling a Special Bond Election to be held in and for Amphitheater Unified School District No. 10 of Pima County, Arizona on November 5, 2024; Providing for the Conduct of the Election, Setting a Deadline to Submit Arguments “For” or “Against” the Bonds, the Printing of Ballots, the Canvassing of the Election and Authorizing the District’s Chief Financial Officer as the Officer to Comply with Sections 103 and 141 through 150 of the Internal Revenue Code. Vice President Zibrat seconded the motion. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Item 9. A. passed.*

**B. Approval of Resolution Ordering and Calling a Special Maintenance and Operation Budget Override Election to be Held In and For Amphitheater Unified School District**

**No. 10 of Pima County, Arizona, on November 5, 2024 and Providing for Notice of the Election, the Conduct of the Election, the Establishment of a Deadline by the County School Superintendent to Submit Arguments “For” or “Against” the Override Authority, the Printing of Ballots and the Canvassing of the Election**

*For the Resolution Ordering and Calling a Special Maintenance and Operation Budget Override Election to be Held In and For Amphitheater Unified School District No. 10 of Pima County, Arizona, on November 5, 2024 and Providing for Notice of the Election, the Conduct of the Election, the Establishment of a Deadline by the County School Superintendent to Submit Arguments “For” or “Against” the Override Authority, the Printing of Ballots and the Canvassing of the Election see Exhibit 14.*

Superintendent Jaeger stated that this second election resolution is just as important as the bond resolution and absolutely vital to the district because the bulk of it supports programs that have been in effect for the last twenty years. He noted that there has been a 10% maintenance and operations override in place since 2005 which Ms. Zibrat was the leader of the parent and community action committee that spearheaded the efforts on that override. Superintendent Jaeger stated that four years ago, the district went back to the voters to add a 3.5% K-3 Special Programs override which means asking for that percentage over what the state is already giving you in Maintenance and Operating funds in a given year. Because of that, it is a fluctuating amount. Superintendent Jaeger said that this override funds free all-day kindergarten throughout the district which eliminated tuition payments for families and allowed Title I schools to put those funds back into other uses as opposed to funding all-day kindergarten. It also allowed for smaller class sizes in K-3 by 5-8 students each class. He proposed that the two overrides be combined into one item which will not increase the tax rate. Superintendent Jaeger reiterated how vital these programs are to the Amphitheater culture and identity. He noted that the district is fortunate that our voters have supported our students with these overrides.

*Dr. Baker moved to adopt the Resolution Ordering and Calling a Special Maintenance and Operation Budget Override Election to be Held In and For Amphitheater Unified School District No. 10 of Pima County, Arizona, on November 5, 2024 and Providing for Notice of the Election, the Conduct of the Election, the Establishment of a Deadline by the County School Superintendent to Submit Arguments “For” or “Against” the Override Authority, the Printing of Ballots and the Canvassing of the Election. Vice President Zibrat seconded the motion. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. Item 9. B. passed.*

**10. PUBLIC COMMENT**

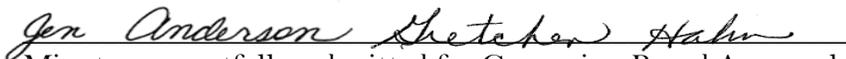
There were no comments.

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

Mr. Kopec asked for an update of the rollout of the new employee health insurance plan.

**12. ADJOURNMENT**

*President Baker asked for a motion to adjourn. Ms. Day moved to adjourn. Ms. Cox Golder seconded the motion. There was no discussion. Voice vote in favor-5. President Baker, Vice President Zibrat, Ms. Cox Golder, Ms. Day, and Mr. Kopec. Opposed – 0. The meeting adjourned at 7:27 p.m.*



Minutes respectfully submitted for Governing Board Approval  
Jennifer Anderson, Executive Assistant to the Superintendent & Governing Board  
Gretchen Hahn, Governing Board Office Secretary

July 17, 2024

Date

July 23, 2024

Date

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

**Minutes of the Special Governing Board Meeting  
Amphitheater Public Schools  
Tuesday, June 25, 2024**

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A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, June 25, 2024, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

**Governing Board Members Present**

Dr. Scott K. Baker, President  
Ms. Susan Zibrat, Vice President  
Mr. Matthew A. Kopec, Member

**Governing Board Members Absent**

Ms. Vicki Cox Golder, Member  
Ms. Deanna M. Day, M. Ed., Member

**Superintendent's Cabinet Members**

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

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

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

**2. EXECUTIVE SESSION**

**1. Motion to Recess Open Meeting and Hold an Executive Session for:**

**A. Consideration and Determination of Appeal of Long-term Suspension Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), Regarding, Student #30065424**

*Vice President Zibrat moved that the Board go into an Executive Session to address the matters identified in Item 2. of the Board's agenda and pursuant to the legal authorities listed on the agenda under Item 2. Mr. Kopec seconded the motion. Voice vote in favor- 3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed-0.*

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

**3. RECONVENE PUBLIC MEETING**

President Baker reconvened the meeting at 5:48 p.m.

**4. PLEDGE OF ALLEGIANCE**

President Baker asked Mr. Kopec to lead the Pledge of Allegiance.

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

President Baker announced that the next Regular Governing Board meeting will be held on Tuesday, July 9, 2024 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership & Professional Development Center.

## **6. PUBLIC COMMENT**

There were no comments.

## **7. CONSENT AGENDA**

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

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

*President Baker asked if any items needed to be removed for further discussion or comment.*

Mr. Kopec requested Item M. “Approval for Modifications to the ESSER III Retention Stipend for Fiscal Year 2024” be removed for comment.

*Vice President Zibrat moved for Consent Agenda Items 7. A.-L. and N.-P. be approved as presented. Mr. Kopec seconded the motion. Voice vote in favor-3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed-0. Consent Agenda Items 7. A.-L. and N.-P. passed.*

Mr. Kopec asked Superintendent Jaeger to give contextual background on Item M.

Superintendent Jaeger explained that with Governing Board approval, an additional retention stipend of 2.3% would be paid to eligible employees this year. He spoke about the intent and history of the previous retention stipends that were paid with ESSER funds to District staff during the pandemic. The first stipend was 3.0% of base wages, the second stipend originally was approved for 3.0% and was increased to 4.2%, and the third stipend was increased from 5.0% to 5.6%. He reported that due to various factors, there are additional ESSER funds that must be utilized, and those are the funds for the proposed 2.3% stipend,

Superintendent Jaeger stressed that the proposed 2.3% stipend is in addition to the already approved compensation package stipend to be paid next year. He recommended this extra stipend be approved as it reflects the District and Governing Board’s desire to compensate employees if additional funds become available.

Mr. Kopec thanked Superintendent Jaeger for bringing the item to the Governing Board for approval, as it is indeed in line with the intent of the Board to provide additional compensation to employees. He thanked Mr. Little and his team for “working through the numbers” to provide the retention stipend. On behalf of the Governing Board, he thanked the District staff for all they do.

*Mr. Kopec moved for Consent Agenda Item 7. M. be approved as presented. Vice President Zibrat seconded the motion. Voice vote in favor – 3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed – 0. Consent Agenda Item 7. M. passed.*

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

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

### **B. Approval of Personnel Changes**

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

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

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

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

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

### **E. Approval of Minutes of Previous Meeting(s)**

*The Governing Board approved minutes from the May 7, 2024 and May 28, 2024 meetings as submitted in Exhibit 5.*

**F. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,611,958.55**

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1334	\$407,805.26	1335	\$214,869.22	1336	\$6,285.91
1337	\$99,887.92	1338	\$3,259.08	1339	\$28,178.89
1340	\$309,494.61	1342	\$4,077.09	1343	\$191,408.62
1344	\$158,820.59	1345	\$123,511.06	1346	\$123,511.06
1346	\$573,011.08	1347	\$491,365.22		

**G. Receipt of May 2024 Report on School Auxiliary and Club Balances**

*The Governing Board approved the Receipt of May 2024 Report on School Auxiliary and Club Balances as submitted in Exhibit 7.*

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

*The Governing Board approved CDO Volleyball Boosters for the 2024-2025 school year as submitted in Exhibit 8.*

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

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

**J. Award of Contract for Recycle/Disposal of Surplus Electronic Equipment-Based Upon Responses to Request for Quote (RFQ) 2324018**

*The Governing Board approved Award of Contract for Recycle/Disposal of Surplus Electronic Equipment-Based Upon Responses to Request for Quote (RFQ) 2324018 to Tempus.*

**K. Award of Contract for Liquid Propane Gas (Delivered)-Based Upon Responses to Request for Proposal (RFP 2324016)**

*The Governing Board approved Award of Contract for Liquid Propane Gas (Delivered)-Based Upon Responses to Request for Proposal (RFP 2324016) to AmeriGas.*

**L. Approval of the Amphitheater Teacher Performance Evaluation System for the 2024-2025 School Year**

*The Governing Board approved the Amphitheater Teacher Performance Evaluation System for the 2024-2025 School Year as submitted in Exhibit 9.*

**M. Approval for Modifications to the ESSER III Retention Stipend for Fiscal Year 2024**

*The Governing Board approved Modifications to the ESSER III Retention Stipend for Fiscal Year 2024.*

**N. Approval of Intergovernmental Agreement with the Pima County Joint Technical Education District No. 11**

*The Governing Board approved Intergovernmental Agreement with the Pima County Joint Technical Education District No. 11 as submitted in Exhibit 10.*

**O. Approval of Proposition 301 Teacher Performance Pay Awards and Administrative Performance Pay Awards for 2023-2024 Fiscal Year**

*The Governing Board approved Proposition 301 Teacher Performance Pay Awards and Administrative Performance Pay Awards for 2023-2024 Fiscal Year as listed in Exhibit 11.*

**P. Approval of Out of State Travel**

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

**8. STUDY/ACTION**

**A. Study and Approval of the Proposed Expenditure Budget for Fiscal Year 2024-2025**

*For the Proposed Expenditure Budget for Fiscal Year 2024-2025 see Exhibit 13.*

Superintendent Jaeger said that annually school districts must adopt a budget. He asked Mr. Little to talk about the timeline of the proposed budget in greater detail.

Mr. Little explained that by statute the District must propose and adopt a budget by July 15th. He said the budget will be presented to the Governing Board at the July 9, 2024 meeting for adoption. He noted the adoption will require a roll call vote due to the Adjacent Ways funding that is included. Mr. Little stated that the legislature completed the budget about ten days ago, and there will be a new format to submit the budget.

Mr. Little commented that there were some noteworthy changes to the budget. He said for the 2023-2024 budget, the state gave a one-time 2.0% retention stipend to be paid from maintenance and operations funds. Another retention stipend was not in the state budget for 2024-2025. As a minimum requirement of the terms of Prop 123, he stated there will also be a 2% inflation increase (although the current inflation rate is 3.3%). Mr. Little said due to the last minute approval of the budget, there will be some additional funds allocated from the Arizona Department of Education (ADE). He expected to have those numbers in the near future.

Mr. Little noted that the proposed budget reflected decreases in prior funding sources, namely the elimination of the ESSER funding and the dropping of some grant funding.

He offered to answer any questions. There were none.

President Baker thanked him for the information.

*Vice President Zibrat moved for the Approval of the Proposed Expenditure Budget for Fiscal Year 2024-2025. Mr. Kopec seconded the motion. Voice vote in favor – 3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed – 0. Study/Action Item 8. A. passed.*

**9. ACTION**

**A. Selection of Governing Board Delegate and Alternate for Arizona School Board Association (ASBA) Delegate Assembly; Determination of Governing Board Position on ASBA Legislative Action Agenda Items; Direction to Delegate and Alternate**

Superintendent Jaeger stated that is it the time to fulfill the annual requirement to select a delegate (and alternate) to send to the Arizona School Board Associations’ (ASBA) Delegate Assembly this fall. He commented that Mr. Kopec has served in the past and explained that the delegate will vote at the assembly based on the political positions of the Governing Board. He recommended that the Governing Board first select a delegate and then give directions to the delegate (or alternate) concerning voting on behalf of the Governing Board.

President Baker asked Mr. Kopec if he would be willing to serve again this year. Mr. Kopec responded that he would be happy to represent the District. President Baker then said he would be willing to serve as an alternate.

*Vice President Zibrat moved for Mr. Kopec to be the ASBA delegate and for President Baker to be the alternate. Mr. Kopec seconded the motion. Voice vote in favor – 3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed – 0. Action Item 9. A. passed.*

**10. PUBLIC COMMENT**

There were no comments.

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

There were no requests.

**12. ADJOURNMENT**

*President Baker moved to adjourn. Vice President Zibrat seconded the motion. There was no discussion. Voice vote in favor-3. President Baker, Vice President Zibrat and Mr. Kopec. Opposed-0. The meeting adjourned at 6:04 p.m.*

*Jen Anderson Gretchen Hahn*

Minutes respectfully submitted for Governing Board Approval

*Jennifer Anderson, Executive Assistant to the Superintendent & Governing Board*

*Gretchen Hahn, Governing Board Office Secretary*

July 17, 2024

Date

July 23, 2024

Date

\_\_\_\_\_  
*Scott K. Baker, Ph. D., Governing Board President*



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

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**DATE OF MEETING:** July 23, 2024

**TITLE:** Approval of Vouchers Totaling and Not Exceeding Approximately \$3,142,001.75

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**BACKGROUND:**

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

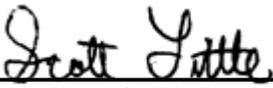
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**RECOMMENDATION:**

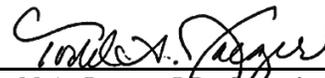
It is the recommendation of the Administration that the Governing Board approve payment of the vouchers as presented.

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**INITIATED BY:**

  
\_\_\_\_\_  
Scott Little, Chief Financial Officer

Date: July 22, 2024

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



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

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**DATE OF MEETING: July 23, 2024**

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

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**BACKGROUND:**

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: July 10, 2024

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Todd A. Jaeger, J.D., Superintendent

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

Beginning Balance	\$ 2,837,090.99
Plus Deposits	12,536.40
Less Disbursements	<u>(138,840.27)</u>
Ending Book Balance For All Schools	<u>\$ 2,710,787.12</u>
Outstanding Deposits	(77,823.64)
Outstanding Checks	<u>98,083.00</u>
Ending Bank Balance For All Schools	<u>\$ 2,731,046.48</u>

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

Beginning Balance	\$	704,647.65
Plus Deposits		30,961.49
Less Disbursements		<u>(50,117.59)</u>
Ending Book Balance For All Schools	\$	<u>685,491.55</u>
Outstanding Deposits		(44,499.51)
Outstanding Checks		<u>26,841.54</u>
Ending Bank Balance For All Schools	\$	<u>667,833.58</u>

**Amphitheater Public School District #10**

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

**Amphi Middle School**

Student Gov't	1,659.34
AVID	154.58
Culture Exchange	146.07
MESA Club	148.06
NJHS	178.52
Odyssey of the Mind	625.80
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,402.16
<b>Amphi Middle School Total</b>	<b>\$ 6,856.05</b>

**Copper Creek Elementary**

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

**Coronado K-8 Schools**

Elementary Student Council	4,858.12
Middle School Student Council	3,076.78
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	925.74
Chorus	1,319.41
Coronado FCA	42.00
Coronado Musicians Club	1,120.05
Indoor Percussion Club	755.00
Kids Helping Kids	339.13
NEHS	41.00
National Junior Honor Society	4,712.84
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	3,152.56
Wrestlers Club	871.70
<b>Coronado Total</b>	<b>\$ 27,895.06</b>

**Cross Middle School**

Student Council	3,962.18
6th Grade Club	282.15
Band Club	1,558.20
Choir Club	2,116.40
Future Problem Solvers	145.00
Guitar Club	2,088.46
Life Skills Exploratory Club	142.96
Math Counts	242.87
Musical Theater Club	1,315.32
NJHS	(34.47)
Orchestra Club	4,017.72
PE Club	3,162.13
Star Club	2,313.57
Tri-M Club	335.31
Web Club	3,230.71
<b>Cross Middle School Total</b>	<b>\$ 24,878.51</b>

**Amphitheater Public School District #10**

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

<b><u>Donaldson Elementary</u></b>	
Student Council	5,392.13
<b>Donaldson Total</b>	<b>\$ 5,392.13</b>
<b><u>Harelson Elementary</u></b>	
Student Council	1,327.29
5th Grade Activities	125.36
Track	307.65
<b>Harelson Total</b>	<b>\$ 1,760.30</b>
<b><u>Holaway Elementary</u></b>	
Student Council	856.28
<b>Holaway Total</b>	<b>\$ 856.28</b>
<b><u>Innovation Academy</u></b>	
Student Council	200.69
Algebra Club	116.52
Entrepreneur Club	17.44
Odyssey of the Mind	6,453.67
<b>Innovation Academy Total</b>	<b>\$ 6,788.32</b>
<b><u>Keeling Elementary</u></b>	
Student Council	1,006.71
<b>Keeling Total</b>	<b>\$ 1,006.71</b>
<b><u>La Cima Middle School</u></b>	
Student Council	1,096.09
NJHS	1,095.90
<b>La Cima Total</b>	<b>\$ 2,191.99</b>
<b><u>Mesa Verde Elementary</u></b>	
Student Council	4,616.31
<b>Mesa Verde Total</b>	<b>\$ 4,616.31</b>
<b><u>Nash Elementary</u></b>	
Student Council	1,634.36
<b>Nash Total</b>	<b>\$ 1,634.36</b>
<b><u>Painted Sky Elementary</u></b>	
Student Council	3,199.14
Nature Shop	929.20
Orchestra	169.55
Band	479.45
Chorus	653.42
Milers	1,721.75
OM	584.95
Bagel & Books	-
Sign Language	152.00
Algebra	-
Yoga	-
NEHS	851.78
Garden Club	-
Math Club	23.00
Sewing Club	-
Art Club	209.84
Sports Club	120.01
<b>Painted Sky Total</b>	<b>\$ 9,094.09</b>

**Amphitheater Public School District #10**

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

**Prince Elementary**

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

**Rio Vista Elementary**

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

**Walker**

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

**Wilson**

Student Council	8,728.52
Algebra Club	473.77
Archery Club	882.67
Art Club	2,906.76
Elementary Art	280.00
Elementary Choir	908.06
GameMakers	210.00
MS Choir	2,920.92
MS Theater Club	394.64
National Junior Honor Society (NJHS)	1,552.67
Odyssey of the Mind	566.83
Robotics Club	1,078.53
Science Club	60.00
Science Club K-2	1,392.61
STEM Club	1,865.06
Yearbook Club	2,088.80
<b>Wilson Total</b>	<b>\$ 26,309.84</b>

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<b>Total K-8 Club Balances</b>	<b>\$ 130,861.62</b>
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Plus: Outstanding Checks	4,910.18
Less: Outstanding Deposits (Inc CC's)	(2,204.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-

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<b>Bank Balance</b>	<b>\$ 133,567.80</b>
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Sweep Account	\$ 133,567.80
	0.00

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

1001 Student Council	\$ 11,835.20	1300 Football Club	\$ 1,041.04
1035 Art Club	1,136.01	1310 Inter Act Club	1,571.65
1050 AHS Unified Panters Club	-	1350 Volleyball -Boys	109.35
1070 Band Club	481.09	1450 Debate Club	586.14
1080 Baseball	2,559.14	1470 Soccer -Girls	116.76
1085 Golf -Boys	-	1480 Link Crew	-
1110 Basketball -Girls	1,702.13	1520 Media Club	1,223.37
1111 Book Club	-	1560 National Honor Society	286.73
1113 Drama Club	1,507.31	1590 Odyssey of the Mind	-
1115 Choir Club	5,852.43	1600 Orchestra Club	1,006.17
1120 AVID Club	1,013.19	1606 Archery Club	-
1135 Reading Club	-	1620 Mariachi Club	-
1145 AHS Chess Club-GOT	-	1631 Panther Popcorn	5,484.14
1172 Dance Club	82.46	1740 ASL Club	2,354.55
1180 Basketball -Boys	20,628.84	1742 PEP Club	-
1200 Panther Partners Club	2,724.13	1744 Auto Skills USA Amphi Chapter	3,106.84
1223 Creative Writing Club	-	1745 Soccer -Boys	112.82
1226 Early Childhood Club	57.30	1770 Softball Club	866.37
1227 Yearbook Club	1,345.76	1780 Spanish Club	1,582.05
1234 FFA Club	2,067.99	1785 AHS Spiritlines	1,351.76
1235 FFA - Loan Funds	19,425.47	1790 Cross Country Club -Girls	795.87
1240 Fut Comp Scientists of AHS	-	1803 HOSA Club	1,496.46
1245 French Club	2,069.04	1830 Swim Club	912.89
1250 FBLA Club	1,914.61	1835 Tennis -Girls	11.72
1255 A/V Panthers Club	4,108.41	1840 Tennis -Boys	12.47
1261 The Game Club	51.00	1850 Tech Theater Club	380.68
1265 Equality Club	564.00	1860 Trackers - Track & Field Club	13.38
1275 Girls Golf Club	-	1900 Volleyball -Girls	2,449.73
1280 Greenhouse Club	62.70	1905 Beach Volleyball	3,521.86
1290 Wrestling	484.45	<b>1950 Bookstore Over/Short</b>	<b>0.52</b>

<b>Amphi High School Total Clubs</b>	<b>\$ 112,067.98</b>
--------------------------------------	----------------------

Plus: Outstanding Checks	10,815.73
Less: Outstanding Deposits (Inc CC's)	(4,322.01)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 118,561.70</b>

Sweep Account	\$ 118,561.70
	0.00

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

1001 Student Council	\$ 29,688.08	1400 HOSA-Bio Science	\$ -
1020 Academic Decathlon	281.36	1420 IB Club	259.47
1031 Black Excellence Student Union	231.50	1425 Anime Club	-
1033 Awareness	15.00	1470 Soccer -Girls	-
1034 AM Art Club	203.00	1480 Link Crew	2,811.98
1050 Amphi All-Stars Club/Special Olympics	472.84	1530 Model United Nations	208.84
1070 Band Club	1,505.00	1560 National Honor Society	2,055.82
1081 Be Kind /Ben's Bell Club	465.64	1590 Odyssey of the Mind	3,815.41
1083 Biology Club	120.09	1600 Orchestra Club	9.55
1084 Bowling Club	29.44	1650 Psychology Club	28.00
1085 Golf -Boys	14,556.92	1710 Math Club	-
1110 Basketball -Girls	3,635.88	1740 Sign Language Club	186.02
1111 Book Club	20.62	1742 Senior Spirit Squad	632.82
1113 Drama Club	2,168.31	1743 Skills USA Construction	13,040.68
1115 Choir	1,985.88	1744 Skills USA Autos	19,942.62
1118 Engineering Club	558.66	1745 Soccer -Boys	27.60
1128 Mountain Bike	-	1770 Softball Club	2,245.35
1140 Chemistry Club	372.57	1780 Spanish Club	616.92
1145 Chess	1,601.38	1785 Spiritline/ Cheer	1,098.39
1150 Culinary Arts/FCCLA	4,291.32	1786 Stunt & Cheer	9,337.86
1155 Catering	12,898.27	1790 Cross Country	6,410.16
1172 Dance	7,705.79	1800 Sports Medicine- HOSA	1,653.11
1174 Street Hip Hop Club	-	1801 Athletic Training After Teaching (ATAT)	-
1180 Basketball -Boys	-	1830 Swim Club	-
1200 Dream Team	1,066.29	1835 Tennis -Girls	4,585.11
1220 Girls Who Code Club	-	1840 Tennis -Boys	1,986.76
1224 Entrepreneurship Club	1550.00	1860 Track & Field Club	13,017.66
1225 Environmentalist Club	239.45	1865 TRI-M Club	216.70
1226 Early Childhood	5369.65	1880 Unicycle	-
1227 Yearbook	7904.46	1900 Volleyball -Girls Club	-
1230 FCA Club	81.61	1905 Volleyball -Beach	1,706.13
1245 French Club	126.76	1911 Poetry Club	-
1250 FBLA	910.27	1913 CDO Magic the Gathering	-
1254 Fashion Photography	33.00	1914 The 3D Printing Club	-
1255 Photography Club	1594.64	1915 CDO Pickleball Club	211.22
1267 LGBTQ+	266.62	1916 Podcast Club	-
1270 German Club	394.98	1917 Clay Club	322.65
1275 Golf -Girls	753.33	1918 CDO Newspaper Club	-
1290 Wrestling	9531.41	1919 Literature Club	-
1300 Football Club	15730.51	1940 Decision Point Club	-
1310 Interact	-	<b>1950 Bookstore Over/Short</b>	-
1341 Suicide Awareness Club	-	1989 Taylor Nation (Dorado version)	-
1345 Take-A-Hike Club	-		
1350 Volleyball -Boys	277.87		

**CDO High School Total Clubs** **\$ 215,065.23**

Plus: Outstanding Checks	10,370.97
Less: Outstanding Deposits (Inc CC's)	(12,599.00)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b>\$ 212,837.20</b>

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

1001 Student Council	\$ 50,936.66	1430 Key Club	\$ 500.81
1035 Art Club	1,706.53	1450 Speech & Debate	-
1040 Photography/Skills USA	21,140.77	1470 Soccer -Girls	4,332.89
1070 Band Club	240.51	1530 Model United Nations	495.42
1080 Baseball	1,284.47	1560 National Honor Society	2,001.30
1085 Golf -Boys	2,378.93	1595 Japanese	53.74
1095 Ridge Audio	3,830.44	1600 Orchestra Club	3.75
1110 Basketball -Girls	336.66	1630 Journalism	7,468.88
1113 Drama	419.30	1700 Club Green	1,223.36
1115 Choir	6.80	1740 Sign Language	399.00
1125 Silver Singers	-	1745 Soccer -Boys	7,523.43
1128 Cycling Club	-	1750 Robotics Club	2,029.68
1150 Culinary Arts	1,921.85	1760 Rock & Metal	-
1173 Pomline	2,455.29	1770 Softball Club	831.31
1180 Basketball -Boys	1,448.86	1785 Spirit-Cheer Club	11,437.93
1203 Pop till you Drop	1,127.58	1790 Cross Country	906.13
1226 Early Childhood	324.98	1800 Sports Medicine	1,026.19
1227 Yearbook	2,525.25	1803 Healthcare - HOSA	-
1250 FBLA-Future Business Leaders	-	1830 Swim Club	7,196.90
1256 Film	709.85	1835 Tennis -Girls	2,521.83
1260 Gaming	114.95	1840 Tennis -Boys	8,051.24
1266 Q Club	399.57	1850 Tech Theater Club	78.53
1275 Golf -Girls	51.33	1860 Track & Field Club	-
1290 Wrestling	2,153.12	1900 Volleyball -Girls	26,966.48
1300 Football	25,576.00	1905 Volleyball -Beach	10,093.36
1345 Climbing Club	-	1910 So. AZ Veterans Heritage Club	1,229.35
1350 Volleyball -Boys	10,035.51		
		<b>1950 Bookstore Over/Short</b>	<b>-</b>

<b>IRHS School Total Clubs</b>	<b><u>\$ 227,496.72</u></b>
Plus: Outstanding Checks	744.66
Less: Outstanding Deposits (Inc CC's)	(25,374.50)
NSF Checks/Void/Stale/Account Adj	-
Deposit Error/Adjustments	-
<b>Bank Balance</b>	<b><u>\$ 202,866.88</u></b>

Sweep Account \$ 202,866.88  
0.00



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

---

**DATE OF MEETING:** July 23, 2024

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

---

**BACKGROUND:**

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

Copper Creek Elementary PTO  
Innovation Academy PTO  
Nighthawk Parent Organization

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**RECOMMENDATION:**

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

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**INITIATED BY:**

Scott Little, Chief Financial Officer

Date: July 18, 2024

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Todd A. Jaeger, J.D., Superintendent

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

School Year 2024-2025

Name of Organization Copper Creek Elementary PTO School Copper Creek Elementary

Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 86-0906623

OFFICERS:

Name: Sara Pecharich Name: Stephanie Mueller  
Office Held: President Office Held: Treasurer  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

Date taking office: 07/01/24 Date taking office: 07/01/23

Name: Danielle Bridges Name: Gretchen DePauw  
Office Held: Vice President Office Held: Secretary  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

Date taking office: 07/01/24 Date taking office: 07/09/23

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

- Formal Non-Profit Please Attach: 1) Articles of Incorporation (*first year only*)  
2) I.R.S. Determination Letter (*first year only*)  
3) Annual budget, goals and objectives  
4) Current operating by-laws  
5) Last fiscal year AZ Corporation Commission Annual Report  
6) Last fiscal year I.R.S. Form 990 Annual Report  
7) Most recent 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? Every other month Executive meetings held how often? Monthly

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

Sara Pecharich 7/9/24  
Signature Date

Danielle Bridges 7/14/24  
Signature Date

Gretchen DePauw 7/10/24  
Signature Date

Virginia Martin 7/8/24  
Signature Date

Site Administrator's Approval: [Signature] 7/10/24  
Signature Date

JAN 1 '20 PM 11:00

For district use: Finance Department recommendation: approved

Governing Board Agenda date: 7/23/24

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

School Year 2024-2025  
Name of Organization Innovation Academy PTO School Innovation Academy  
Related Student Organization or Club \_\_\_\_\_ Taxpayer I.D. 81-5279072

OFFICERS:  
Name: Sarah Branski Office Held: President Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone(s): \_\_\_\_\_ Date taking office: 07-01-23  
Name: Jen Dalesio Office Held: Co-President Address: \_\_\_\_\_  
Phone(s): \_\_\_\_\_ Date taking office: 07-01-23  
Name: \_\_\_\_\_ Office Held: Treasurer Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone(s): \_\_\_\_\_ Date taking office: \_\_\_\_\_  
Name: Erika Rehm Office Held: Secretary Address: \_\_\_\_\_  
Phone(s): \_\_\_\_\_ Date taking office: 07-01-23

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

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

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

Signature \_\_\_\_\_ Date 6/19/24 Signature \_\_\_\_\_ Date 6/19/24  
Signature Kate Russo Date 6/18/24 Signature Erika Rehm Date 5/15/24  
Site Administrator's Approval: \_\_\_\_\_ Signature \_\_\_\_\_ Date 7/8/24

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 7/23/24

JUL 11 24 PM 1:28

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

School Year 2024-2025

Name of Organization Nighthawk Parent Organization

School Ironwood Ridge High Sch

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

Taxpayer I.D. 11-3660169

OFFICERS:

Name: Valerie Campodall'arto

Name: Lacy Gutierrez

Office Held: President

Office Held: Treasurer

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

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

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

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

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

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

Date taking office: 05/09/22

Date taking office: 05/09/22

Name: Breanna Combs

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

Office Held: VP of Ways & Means

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

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

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

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

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

Date taking office: 06/19/24

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

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

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

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

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

Member meetings held how often? every other month Executive meetings held how often? monthly

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

Valerie Campodall'arto 6/19/2024 Lacy Gutierrez 6/19/24  
 Signature Date Signature Date  
Denise Brown 6/19/24  
 Signature Date  
Emily Rios 06/24/24  
 Site Administrator's Approval: Signature Date

For district use: Finance Department recommendation: approved  
Governing Board Agenda date: 7/22/24



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

---

**DATE OF MEETING:** July 23, 2024

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

---

**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>
Milk Coolers	2
Salad Cooler - bar	1
Hobart Commercial Mixers	2
Hobart Small Mixer	1
Chefmate Meat Slicer	1

---

**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.

---

**INITIATED BY:**

*Scott Little*

Scott Little, Chief Financial Officer

Date: July 18, 2024

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*Todd A. Jaeger*

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** July 23, 2024

**TITLE:** Acceptance of the Uniform System of Financial Records Compliance Questionnaire, Single Audit Reporting Package and Annual Comprehensive Financial Report for Fiscal Year Ended June 30, 2023

---

**BACKGROUND:**

Laws 2021, Chapter 7 revised ARS 15-914 requires that financial and compliance audit reports be submitted to the Arizona Department of Education and that the department make the reports available on its website. The law also requires that the Governing Board accept these reports by a roll call vote.

The Arizona Auditor General uses the USFR Compliance Questionnaire to determine whether a district has attained an acceptable degree of compliance with the requirements of the USFR. The District's auditor completes this Questionnaire and submits it to the Arizona Auditor General.

The Single Audit Reporting Package is a report to the Federal Government on compliance for the expenditure of Federal funds.

The Comprehensive Annual Financial Report is a set of reports that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB).

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**RECOMMENDATION:**

This item is for Informational purposes only. Arizona Revised Statutes 15-914 requires that the Governing Board accept these reports by a roll call vote.

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**INITIATED BY:**

A handwritten signature in cursive script that reads "Scott Little".

Scott Little, Chief Financial Officer

Date: July 18, 2024

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

Todd A. Jaeger, J.D., Superintendent



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

---

**DATE OF MEETING:** July 23, 2024

**TITLE:** Approval of Governing Board Policy Exhibit CCB-E (Line and Staff Relations: Organizational Chart)

---

**BACKGROUND:**

Governing Board Policy CCB (Line and Staff Relations) sets forth that, unless otherwise specifically limited by statute or Governing Board action, any of the powers and duties specifically assigned to the Superintendent may be delegated to others serving under the Superintendent.

The policy provides for lines of authority to be outlined by the Superintendent by means of organizational charts, job descriptions, and administrative regulations and directives. Accordingly, the Superintendent has prepared for the Governing Board's review a draft Organizational Chart for the 2024-2025 fiscal year.

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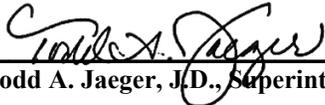
**RECOMMENDATION:**

It is the recommendation of the administration that the Governing Board approve and adopt the attached draft of the 2024-2025 Amphi School District Organizational Chart.

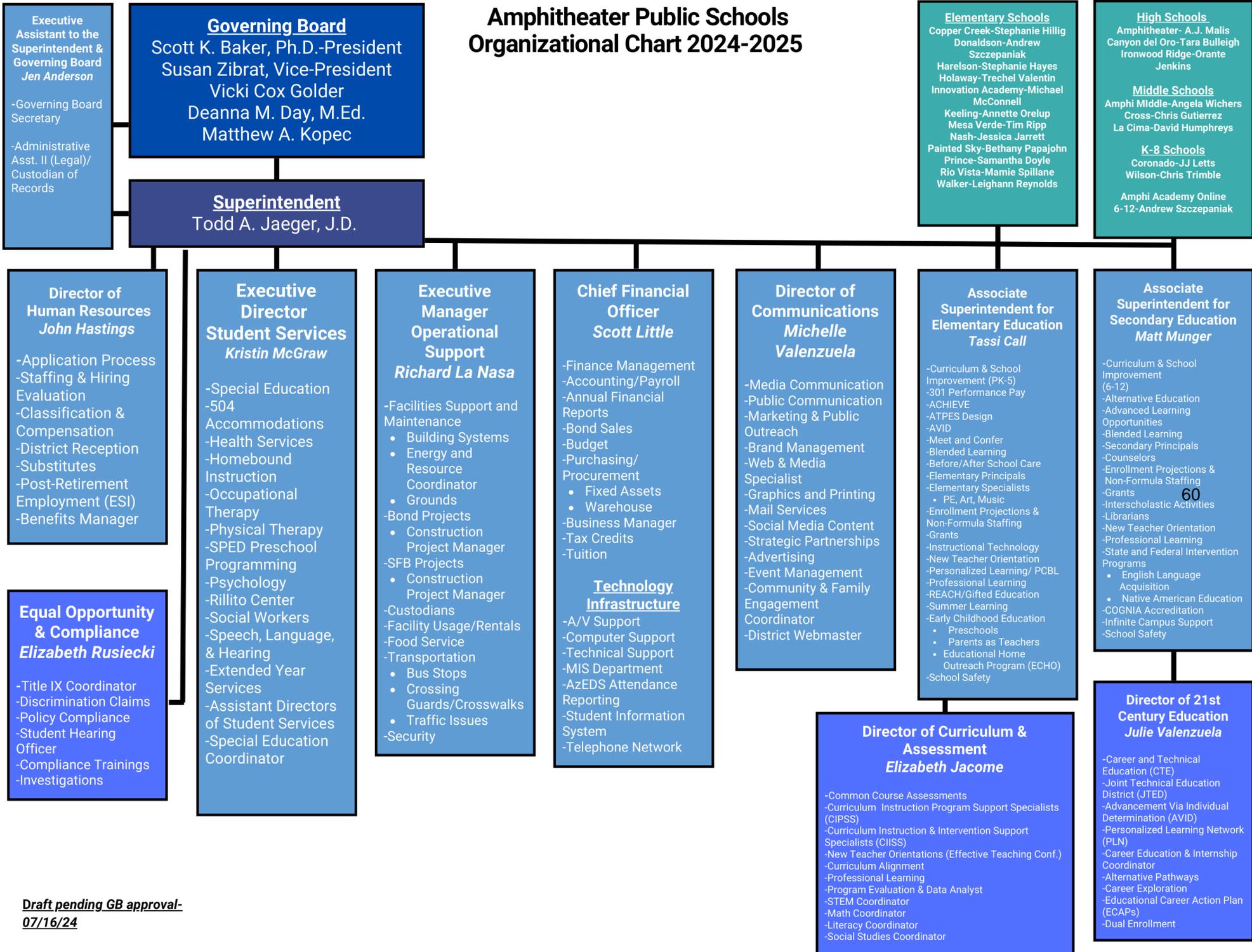
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**INITIATED BY:**

**Date:** July 10, 2024

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

# Amphitheater Public Schools Organizational Chart 2024-2025





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

---

**DATE OF MEETING: July 23, 2024**

**TITLE: Approval of Oro Valley Police Department, Tucson Police Department, and Pima County Sheriff's Department Special Duty Program Agreements for Special Duty Law Enforcement Services**

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**BACKGROUND:**

In 2014, the Governing Board approved sole source procurement for police services rendered within the City of Tucson, the Town of Oro Valley, and the Pima County Sheriff's Department as appropriate within the separate jurisdictions. District schools occasionally hire law enforcement within their jurisdiction for purposes of traffic control or security at school events or graduations.

The Oro Valley Police Department (OVPD) and Tucson Police Department (TPD) use third party scheduling companies to schedule off-duty assignments. OVPD uses Extra Duty Solutions and TPD uses Off Duty Management (ODM). The District must go through the scheduling company to schedule an OVPD or TPD off-duty officer. However, the officer hired will still come from OVPD or TPD as an employee of that municipality.

Each jurisdiction requires an annual agreement for such services.

Therefore, each entity's agreement is attached to this agenda item for consideration and approval by the Governing Board for the 2024-2025 fiscal year.

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**RECOMMENDATION:**

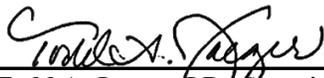
The Administration recommends approval of the attached agreements for the Oro Valley Police Department, the Tucson Police Department, and the Pima County Sheriff's Department.

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**INITIATED BY:**

---

**Date: July 10, 2024**

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

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KARA M. RILEY  
CHIEF OF POLICE

**2023 Off-Duty Agreement – Effective April 1, 2023**

TO: Off-Duty Employer  
FROM: Oro Valley Police Department and Extra Duty Solutions  
RE: Off-Duty Requirements and Agreements

The following requirements are necessary for hiring the Oro Valley Police Department Officers for off-duty work:

1. Proof of a General Liability insurance policy in the amount of two (2) million dollars, making the Town of Oro Valley an “additional insured party” to the policy, which includes all applicable departments.
2. If the Oro Valley Police Department is providing off-duty officers as part of a special event, they are covered under the Certificate of Insurance provided to the Town for the special event.
3. We require a minimum of three (3) business days prior notice for job requests to be staffed and all the required paperwork must be received by the Office of Professional Standards prior to assigning officers to the job. If the Department receives less than three (3) business days’ notice to fill an assignment, officers will receive time and one half of the regular off-duty rate.
4. We require payment to each individual officer. Payment is due at the time of the off-duty employer’s next regular pay period or no later than two (2) weeks past the date of the off-duty job, whichever occurs first.
5. Hourly pay rates are as follows:
  - Officer \$62
  - Sergeant \$67 (if acting in a supervisory capacity)
  - Lieutenant \$72 (if acting in a supervisory capacity)
  - Holiday pay rate for all above Time and one half of regular off-duty rate
  - The following holidays are recognized as eligible for holiday pay rate: New Year’s Eve, New Year’s Day, Civil Rights’ Day, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day. Overnight shifts starting or ending on a holiday will be billed at the holiday rate for the entirety of the shift.
  - As a general rule, one (1) sergeant is required for every five (5) officers assigned.
6. All jobs have a four (4) hour minimum. If cancellation is necessary, notification must be made one (1) business day prior to the job, or a four (4) hour minimum will be charged per officer.
7. At the discretion of the Executive Officer Lieutenant, employers requesting officers to remain at the job more than one (1) hour beyond the scheduled time, will be subject to an increased pay rate of one and one half (1 ½) times the regular rate.
8. In certain situations, marked patrol units may be requested or determined to be necessary for the safety of all the parties. The mileage rate will be billed in accordance to the IRS mileage reimbursement allowance at the time services are rendered, in addition to \$2.50 per hour per vehicle used. You will be informed at the time of agreement what the vehicle costs may be, pending mileage computation.
9. When public safety is a concern, the Chief of police or her designee reserves the right to adjust the staffing and duties of the officers.
10. A 10% administration fee will be added to all invoices.

I have read and agree to abide by all items listed above.

Signature, title and date: \_\_\_\_\_

Print Company Name: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

The customer submitting this order (the “**Customer**”) agrees to all of the following additional terms and conditions:

1. For purposes of these terms and conditions, the following terms have the following meanings:

a. “**Company**” means Hart Halsey LLC, a Connecticut limited liability company, d/b/a Extra Duty Solutions.

b. “**Company Parties**” means the Company and its managers, members, managing directors, directors, officers, employees, agents, subsidiaries, affiliates, and representatives.

c. “**Municipal Employee**” means any off-duty police or law enforcement officer or other employee or representative of a Municipality.

d. “**Municipality**” means the town, township, borough, village, city, hamlet, census designated place, subdivision, municipality, county, state, or federal jurisdiction; or agency, department, division, public school or college, public corporation, or board in or of any of the foregoing; with whom the Customer has contracted for provision of the Services.

e. “**Services**” means the presence of one or more Municipal Employees at a site, project, event, party, or affair of the Customer.

2. The Company will not be providing, and has no duty or obligation to provide, any Services to the Customer. The Customer expressly understands and agrees that the Company has no control over the performance of the Services, which are planned, directed, and performed under the exclusive discretion and control of the Municipality. The Company’s only role is the administrative tasks of facilitating the Customer’s request for the Services and collecting payment from the Customer for such Services on behalf of the Municipality.

3. The Customer further expressly understands and agrees that the Municipal Employees do not work for the Company, and the Company cannot compel any particular Municipal Employee to appear for a particular engagement. The Company is an independent contractor that provides administrative services to the Municipality. Accordingly, the Company makes no guaranty that the Services will be provided.

**4. WAIVER OF CLAIMS: The Company Parties are not responsible for any actions, omissions, or breaches of contract of the Municipality or Municipal Employees; and the Customer hereby waives, releases the Company Parties from, and covenants not to sue the Company Parties in connection with, any future claim relating to any action, omission, or breach of contract of the Municipality. By way of example, this means that the Customer shall have no recourse against the Company Parties in the event that (a) any Municipal Employee fails to appear, or to timely appear, at the Customer’s location, (b) any Municipal Employee commits any crime, tort, or other improper action while performing the Services or while otherwise present at the Customer’s location, (c) any Municipal Employee fails to adequately perform Services for the Customer, (d) the Customer incurs any damages or liability as a result of the conduct of a Municipal Employee, or (e) the Municipality breaches its contract with the Customer.**

**5. CLASS ACTION WAIVER: Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer agrees that it may not bring any claim against the Company other than in the Customer’s individual capacity. ~~This~~ This means that the Customer is waiving its right to**

bring a claim against the Company as a plaintiff or class member in any purported class or representative action.

**6. LIMITATION OF LIABILITY:** Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer hereby waives the right to seek or recover indirect, consequential, or punitive damages against the Company Parties. In no event shall the Company Parties' liability to the Customer—either individually or collectively—exceed the Company's administrative fee collected in connection with the engagement.

**7. INDEMNIFICATION:** Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer shall indemnify, defend, and hold harmless the Company Parties from and against any and all liabilities, costs, damages, claims, judgments, and demands incurred by any of the Company Parties that relate to (a) the Services, (b) the Customer's site, project, event, party, or affair, and/or (c) any action or inaction of the Customer or any of its agents, employees, officers, or representatives.

8. All fees for the Services are set by the subject Municipality, and may be increased by the Municipality at any time, without advance notice to the Customer. In such event, the Customer shall be solely responsible for the increased fees. Additionally, it is possible that the Company may have to satisfy a request for Services in a particular Municipality with employees of a nearby Municipality, which may charge higher fees. In such event, the Customer shall be solely responsible for the higher fees charged by the nearby Municipality.

9. In its discretion, a Municipality may require a law enforcement vehicle to be present at a particular engagement, regardless of whether it is ordered by the Customer. In such event, the Customer shall nevertheless be required to pay for the presence of the law enforcement vehicle.

10. Along with each invoice payment to the Company, the Customer shall include an additional payment in an amount equal to the total unreimbursed charges incurred by the Company relating to any procurement or accounts-payable system utilized by the Customer.

11. The Customer shall make all payments for the Services directly to the Company, and shall be personally liable to the Company for such payments. Payments made directly to the Municipality or to any municipal employee shall not reduce the Customer's obligation to the Company. The Customer may not offset any payment it owes to the Company by the amount of any liability of the Municipality to the Customer. Without limiting anything contained in the immediately preceding sentence, the Customer shall be deemed to have waived any defenses or other objections to any invoices of the Company that the Customer does not set forth in writing to the Company within five (5) days of receipt of such invoice.

12. The Company will, to the extent requested by the Customer, use reasonable efforts to obtain a voucher or job slip from the Municipal Employee(s) performing Services for the Customer; provided, however, that the Company's failure to obtain such voucher or job slip shall not be a defense to the Customer's nonpayment of an invoice, nor shall it entitle the Customer to any credit or refund from the Company.

13. The Customer shall make all payments owed to the Company by no later than the date set forth on the invoice issued to the Customer by the Company, currently 30 days from invoice date.

14. By providing payment method information in the form of either credit card or bank account, the Customer has authorized the Company to charge the designated payment method for all invoices not paid by the due date.

15. If payment is not received by the due date, the Company reserves the right to accrue, invoice and charge interest at the rate of (1%) percent per month. The Company may also take additional actions at to collect overdue amounts, including but not limited to, engaging collection agencies or pursuing legal remedies. The Customer is responsible for all reasonable collection costs incurred by The Company.

16. In the event that any suit or action is instituted to enforce any provision in these terms and conditions, the Customer shall reimburse the Company for the Company's reasonable attorneys' fees and costs incurred in connection with such action including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

17. In order to modify or cancel a particular engagement for Services, the Customer must provide written notice to the Company, not the Municipality. Any requested modification or cancellation made to the Municipality or after the deadline to modify or cancel will not be recognized and may result in additional fees or charges to the Customer.

18. By agreeing to these terms and conditions, the Customer acknowledges and agrees that these terms and conditions shall apply to all future orders for Services made by the Customer to the Company in connection with any Municipality, whether submitted electronically, by telephone, or otherwise. **This includes but is not limited to the Waiver of Claims, Class Action Waiver, Limitation of Liability, and Indemnification provisions sets forth herein.**

19. In submitting its order for the Services and entering into a contract with the Municipality, the Customer acknowledges and agrees that it is not relying on any representations or warranties of any of the Company Parties. The Customer acknowledges and agrees that the Company Parties have not made any representations or warranties of any kind to the Customer. These terms and conditions constitute the entire agreement between the Customer and the Company.

20. The unenforceability of any of these additional terms and conditions shall not affect the enforceability of the remainder of these additional terms and conditions.

21. These additional terms and conditions shall be governed by the law of the State of Connecticut, without regard to its conflict of law principles. The Customer expressly agrees that courts of competent jurisdiction located in Connecticut shall have personal jurisdiction over the Customer for any action by or against the Company Parties arising out of or in connection with these terms and conditions and/or the engagement, and courts of competent jurisdiction located in the State of Connecticut shall be the sole and exclusive venue for any such action.

**22. By submitting its order, the Customer expressly acknowledges and agrees that (i) it has carefully read and understands these terms and conditions, (ii) it has had the opportunity to engage the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof, (iii) the meaning and effect of the various terms and provision hereof have been fully explained to it, (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand these terms and conditions and the transactions contemplated hereby, and (v) it has agreed to these terms and conditions of its own free will.**

**BY SUBMITTING ITS ORDER AND ELECTRONICALLY AGREEING TO THESE TERMS AND CONDITIONS THE CUSTOMER EXPRESSLY ACKNOWLEDGES ITS RECEIPT AND**

**UNDERSTANDING OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.**



# PIMA COUNTY SHERIFF'S DEPARTMENT

*Chris Nanos, Sheriff*

1750 East Benson Highway, Tucson, Arizona 85714-1758

Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

## OFF-DUTY INDEMNIFICATION AGREEMENT

The following agreement is made in consideration for all Deputy Sheriff(s) agreeing to perform security and/or traffic control related tasks for the below named contractor during their off-duty hours.

The below named contractor hereby agrees to indemnify, defend and hold harmless Pima County, its agencies, departments, officers and employees from and against any and all claims by or on behalf of any third person or entity arising from, in connection with, caused by or resulting from any alleged act or omission of a Deputy Sheriff occurring at the direction of and within the scope of his or her employment, or authorization by said contractor, except for claims arising from the use of police power.

This agreement covers all Pima County Sheriff's Deputies who are employed by:

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

Type / Print Signer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_, who is

- A sole proprietor
- A partner, duly authorized to sign
- A corporate officer, duly authorized to sign
- Duly authorized by the limited liability company
- Duly authorized by the governmental entity

Witnessed by: \_\_\_\_\_

**For the Pima County Sheriff's Department:**

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

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



# PIMA COUNTY SHERIFF'S DEPARTMENT

**Chris Nanos, Sheriff**

1750 East Benson Highway, Tucson, Arizona 85714-1758  
Phone: (520) 351-4600 • Fax: (520) 351-4622 • www.pimasheriff.org

### Contact Information

Off-Duty Coordinator: (520) 351-4629

Off-Duty Email: offduty@sheriff.pima.gov

Off-Duty Supervisor: (520) 351-3751

Off-Duty Fax: (520) 351-4902

## OFF-DUTY WORK REGULATIONS

1. Receipt of the following documents are required before a request may be processed:
  - ▶ Certificate of Insurance policy listing **Pima County and its Districts**, 1750 East Benson Highway, Tucson, Arizona 85714 as an **Additional Insured**. Required limits, per occurrence, are:
    - General Liability**, to include Bodily Injury and Property Damage
      - One (1) million dollars – Security only
      - Two (2) million dollars – Traffic control and any event with alcohol
    - Automobile Liability** – One (1) million dollars (only required if Department vehicles are requested)
  - ▶ Pima County Sheriff's Department forms – sign and return:
    - Off-Duty Indemnification Agreement
    - Off-Duty Work Regulations
2. A minimum of two (2) business days' notice is required for all off-duty requests. This includes receipt of all required documents as noted above.
3. The use of Department vehicles, motorcycles, and bicycles requires approval by the Sheriff's Department.
4. All jobs are subject to approval of the Sheriff's Department. Final decision regarding the number of deputies and vehicles (if applicable) required for an off-duty job will be made by the Pima County Sheriff's Department.
5. Private security (i.e., Arizona Rangers, Securitas), working in conjunction with off-duty deputies, shall be unarmed.
6. The Sheriff may determine at any time that all deputies are needed for regular police duty and are not permitted to perform off-duty work.
7. We cannot guarantee that an off-duty assignment will be filled. Operational necessity of the Pima County Sheriff's Department is our main priority.
8. Allow authorized Sheriff's Department personnel access to payroll / payment records regarding off-duty employment.
9. **Pay Rate Schedule – Effective June 18, 2023** (All rates are subject to change.)
 

Deputy:	\$63.50 per hour	Deputy Holiday / Emergency:	\$95.50 per hour
Sergeant:	\$71.50 per hour	Sergeant Holiday / Emergency:	\$107.50 per hour
Lieutenant:	\$78.50 per hour	Lieutenant Holiday / Emergency:	\$120.50 per hour

  - ▶ Holiday rates apply on Pima County paid holidays. Emergency rates apply with less than 48 hours notice.
  - ▶ Three (3) hour minimum charge, per person, for all jobs. Minimum charge applies if canceled within 24-hours.
  - ▶ Checks shall be payable to each individual person.
10. **Administrative Fee and Vehicle rates – Effective January 15, 2020** (All rates are subject to change.)
  - Administrative Fee:**
    - \$1.50 per hour for every man-hour invoiced
  - Vehicles (if applicable):**
    - \$25.75 per hour    \$1.03 per mile – round trip    Includes miles traveled to and from the off-duty job.
  - ▶ Check shall be payable to Pima County.
11. A separate invoice will be submitted for fees owed to Pima County. (Separate from personnel costs.)
12. All payment / checks are to be mailed to the address directed on the invoice.

***I have read and understand the above listed regulations.***

Signature: \_\_\_\_\_

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

Name of Organization: \_\_\_\_\_ 68 \_\_\_\_\_

Phone: \_\_\_\_\_

Contact for Invoice: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## TERMS AND CONDITIONS

For purposes of these terms and conditions, the following terms have the following meanings:

- a. **"Vendor"** means individual or company requesting off duty law enforcement Officers through Off Duty Management, Inc. (ODM)
- b. **"Agency"** means Municipality that Vendor is requesting service from through Off Duty Management, Inc. (ODM)

The Vendor is submitting this request to Off Duty Management, Inc (ODM) so that ODM will provide certain services to the Vendor of a security, patrol, or traffic control nature at Vendor's designated location with authorized Agency personnel based on the terms and conditions hereinafter set forth in this Agreement:

1. Services. ODM shall, during the term of this Agreement, and following the execution of this Agreement by Vendor, manage Vendor's request for off duty law enforcement, including but not limited to requests for security posts, patrols, and traffic control at Vendor's designated location. ODM shall furnish to Vendor law enforcement personnel to work off duty assignments at Vendor's event or business location according to submitted request. ODM will receive Vendor's requests for services, coordinate and schedule with agency for the assignment of off duty law enforcement personnel to meet Vendor's request for services as well as ensuring request falls in line with governing Agency's policy and regulations. Then confirm the assignment of personnel to Vendor's designated location and invoice or have Vendor prepay for the requested services. The services furnished by ODM hereunder shall commence on the date stated in the submitted OfficerTRAK® request. ODM's role is to facilitate the Vendor's request for the services and to collect payment from the Vendor for such services. Therefore, ODM does not guarantee the staffing of Vendor requests. Vendors will have OfficerTRAK® account access which will reflect real-time staffing information for their request. It is the Vendor's responsibility to access this information for all updates to staffing needs for the request. In the event that a City police officer is not available to work, a traffic control position, the Chief of Police or designee may allow a community service officer to fill that job.
2. Rates: Rates are set and approved by the agency and are subject to change. Additionally, it is possible that ODM may suggest the option to satisfy a request for services with an Agency with law enforcement officers from a neighboring ODM Agency, which may charge higher fees. In such an event, the Vendor shall be notified in advance and must give approval in writing for a higher rate. An Agency may require a law enforcement vehicle or a supervising law enforcement officer to be present at a particular assignment, regardless of whether it is ordered by the Vendor. In those instances, the Vendor will be required to pay for these types of changes in their service request. If a law enforcement officer is required or requested to extend the shift for any reason, the Vendor agrees to pay the additional charges for such time. When submitting a request, if the Vendor submits incorrect information on original request and notifies ODM with correct information at a later time, any charges incurred by ODM for staffing incorrect shifts will be billed to the Vendor. If a law enforcement officer is required or requested to extend the shift for any reason, the Vendor agrees to pay the additional charges for such time.

Title	Total Hourly Rate
Officer	\$64.11
Sergeant*	\$72.48
Commander*	\$80.84
Officer Holiday**	\$96.17
Sergeant Holiday**	69 \$108.71
Commander Holiday**	\$121.26

Officer Emergency***	\$96.17
Sergeant Emergency***	\$108.71
Commander Emergency***	\$121.26
Vehicle	\$15.00

**Major Civic Events, and Road Construction/Point Control:**

Title	Total Hourly Rate
Officer	\$72.48
Sergeant*	\$80.84
Commander*	\$89.20
Officer Holiday**	\$108.71
Sergeant Holiday**	\$121.26
Commander Holiday**	\$133.80
Officer Emergency***	\$108.71
Sergeant Emergency***	\$121.26
Commander Emergency***	\$133.80

**Vendor Identified Critical Need:**

Title	Total Hourly Rate
Officer	\$78.05
Sergeant*	\$86.41
Commander*	\$94.78
Officer Holiday**	\$117.08
Sergeant Holiday**	\$129.62
Commander Holiday**	\$142.16
Officer Emergency***	\$117.08
Sergeant Emergency***	\$129.62
Commander Emergency***	\$142.16

- 3 Hours minimum per request
- 72 hours prior to shift start required per request.

- 5 or more officers requested will require a Sergeant as the 5th officer.
- 16 or more officers requested will require a Commander as the 16th Officer.

\*Holiday Rates apply 0000-2359 hours on New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

\*\*Emergency rate applies when a request is received less than 48 hours prior to the start of the shift.

Requests that require vehicles will require an additional 30 minutes allotted for vehicle pick up and return to the station.

Vehicle Constant use is defined as the vehicle being driven or idled for 75% or more of the shift. Vehicle Static use means the vehicle is driven or idled for less than 75% of the shift.

Major Civic Events were identified based on common criteria sets and focus on the below factors:

- 1) The extent of planning that goes into the event both internally and externally
  - 2) The number of special duty officers needed for the event to be completed safely
  - 3) The need for Emergency Management/Special Events Section to deploy assets (barricades, intel, attendance at pre-planning meetings)
  - 4) The need for other police resources to safely complete the event (bomb sweeps, QRF and command post)
  - 5) The size of expected crowds/potential for violence, injury, or terrorism
  - 6) The length of the event (multiple shifts or over several days)
  - 7) The impact to the normal flow of traffic caused by the event
3. Invoicing and Payment. ODM reserves the right to require Vendors to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. IF the Vendor is invoiced, the Vendor shall pay ODM's invoice(s) within thirty (30) days after the date that Vendor receives such invoice(s). A late payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower late payment charge, the late payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Vendor's facilities following ODM's provision of at least two (2) days' notice to Vendor.
- Credit Card Payments: For Vendors paying by credit or debit card there will be an additional 3.0% fee.
  - Please note, if there are any overages for a particular assignment and the vendor prepaid, ODM will send a link for the remaining balance for the vendor to complete payment.
4. Cancellation: Once an assignment has been approved and scheduled, Vendors canceling or reducing assignments are required to pay the full ODM administration fees for the first 24 hours of the original assignment. Vendors canceling or reducing assignment within 24 hours of the start of the assignment are required to pay the greater of officer hours worked or the agency minimum hours plus ODM administrative fees for the first 24 hours of the original assignment. Admin fees depend on the coverage and can range from \$6.40 - \$12 per hour.
5. Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to principles of conflicts of law thereof.
6. Insurance. ODM shall at its expense, maintain General Liability and Employers' Liability Insurance. It is agreed and understood, that ODM is not an insurer of the property or persons at the location where Personnel assigned by ODM are providing services to Vendor. Vendor understands and acknowledges that ODM does not warrant or guarantee that the Personnel assigned to Vendor will

detect or prevent all criminal conduct at Vendor's event or location. Accordingly, ODM undertakes no liability to Vendor and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in loss or damage. In case a claim is made by any person, entity or corporation, including Vendor, against ODM, the Vendor shall not be entitled to retain the amount of any such claim out of monies due or owing ODM hereunder. The services provided under this Agreement are solely for the benefit of Vendor and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary, or otherwise.

**Prohibited Off-Duty Employment:**

- Officers may not be hired for an event in which armed private security personnel will be present.
- Officers may not provide civil legal services or act as a witness to civil legal proceedings.
- Officers may not be hired for an event where they would be a private bodyguard or bouncer.
- Officers may not be hired where alcoholic beverages are the principal business and may be permitted upon approval of the Chief of Police or designee.

***\*Please Note:** the above list is not an all-inclusive and questions regarding permitted activity should be forwarded to Off Duty Management.*



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

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**DATE OF MEETING: July 23, 2024**

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

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**BACKGROUND:**

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

The SFD approved the following BRG Applications with Phase Grant funding to be awarded for each BRG:

- BRG-006230 – MPR Failing VCT Tile Floor Replacement SF109241
- BRG-006234 – Nash Bldg. H Multiple Classroom Roof Leaks SF110242
- BRG-006282 - CDO Bldg. D Gas Powered HVAC Master Unit Replacement - SF282243

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

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**RECOMMENDATION:**

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

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**INITIATED BY:**

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Richard C. La Nasa, Executive Manager, Operational Support

Date: July 22, 2024

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Todd A. Jaeger, J.D., Superintendent

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

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

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

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

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

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

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

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. AVAILABILITY OF FUNDS**

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

**8. APPEALABLE AGENCY ACTION**

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

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

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

**8. RESOLUTION OF DISPUTES**

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

**9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

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

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

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

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

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

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

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

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

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

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

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

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

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

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

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

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

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

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

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

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

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

# SCHOOL FACILITIES DIVISION

Adopted: December 4, 2008

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

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

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

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

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

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

### 1. PURPOSE OF TERMS AND CONDITIONS

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

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

### 2. TERM OF TERMS AND CONDITIONS

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

#### 2.1 ABANDONMENT OF THE PROJECT

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

maintain compliance with Minimum Adequacy Guidelines.

### **3. FINANCIAL CONDITIONS**

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

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

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

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

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

### 3.2 SURPLUS FUNDS

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

### 3.3 SCOPE OF WORK / UNFORESEEN CONDITIONS

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

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

### 3.4 LOCAL FUNDS

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

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

### 3.5 DISBURSED FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. AVAILABILITY OF FUNDS**

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

## **8. APPEALABLE AGENCY ACTION**

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

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

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

## **8. RESOLUTION OF DISPUTES**

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

## **9. NON-DISCRIMINATION**

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

**10. TERMINATION**

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

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

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

**11. ASSIGNMENT AND DELEGATION**

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

**12. CANCELLATION FOR CONFLICT OF INTEREST**

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

**13. ENTIRE AGREEMENT**

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

**14. APPLICABLE LAW**

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

**15. THIRD PARTY ANTITRUST VIOLATIONS**

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

**16. PROGRAM REVIEW AND SITE VISITS**

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

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

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

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

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

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

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

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

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

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

**19.1 WARRANT COMPLIANCE**

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

**19.2 BREACH OF WARRANTY**

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

**19.3 FAILURE TO COMPLY**

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

**19.4 INSPECTION**

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

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

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

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

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

**22. FLOW-DOWN REQUIREMENTS**

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

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

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

**23. CERTIFICATION / AUTHORIZATION**

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

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



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

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**DATE OF MEETING:** July 23, 2024

**TITLE:** Resolution Approving “Pro-Statement” for November 5, 2024 Budget Override Proposition

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**BACKGROUND:** When a Governing Board has called for a budget override election, the Governing Board is authorized by law to submit a statement of support for the ballot question. This is one of the very few things the District and its Governing Board can do to advocate on behalf of the ballot measure. A draft pro-statement has been prepared for the Board’s consideration. The draft may, of course, be modified as the Board determines, provided that it does not exceed 200 words in length – the statutory limit. The Board’s statement will be included in the District’s information ballot materials. (See, A.R.S. § 15-481).

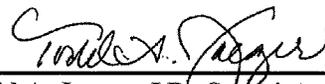
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**RECOMMENDATION:** The administration recommends approval of a pro-statement for submission to the County School Superintendent’s office, as determined by the Governing Board.

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**INITIATED BY:**

**Date:** July 18, 2024

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

**RESOLUTION**

**RESOLUTION APPROVING THE ARGUMENT OF THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, IN CONNECTION WITH THE DISTRICT'S SPECIAL MAINTENANCE AND OPERATION BUDGET OVERRIDE ELECTION; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.**

**WHEREAS**, Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*"), has ordered and called a special election to be held in and for the District on November 5, 2024 to submit to the voters the question of authorizing the District to continue to exceed its applicable revenue control limit by thirteen and a half percent (13.5%) for a period of seven (7) years (the "*Election*"); and

**WHEREAS**, pursuant to Arizona Revised Statutes § 15-481.B.9, the Governing Board of the District (the "*Board*") shall prepare a written "for" argument in support of the proposed increase in the budget to be contained within the informational pamphlet; and

**WHEREAS**, by this Resolution, the Board shall approve and cause to be signed by the Board the written argument "for" the Election; and

**NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, AS FOLLOWS:**

**Section 1.**     **Approval.** The Board hereby approves the argument "for" the Election attached hereto as *Exhibit A* and causes the same to be signed by the Board and submitted to the Pima County School Superintendent for inclusion in the informational pamphlet.

**Section 2.**     **Ratification of Actions.** All actions of the officers and agents of the District which conform to the purposes and intent of this resolution are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

[Signature on following page]

**PASSED, ADOPTED AND APPROVED** by the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona, on July 23, 2024.

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President, Governing Board

Exhibit A – Board’s “For” Argument

[Signature page to Resolution]

**STATEMENT FROM THE GOVERNING BOARD  
AMPHITHEATER UNIFIED SCHOOL DISTRICT #10**

We ask you to vote yes to renew this already existing budget override because it does not create new taxes, and it is essential to maintain vital programs for children.

Most of this override has been in place for nearly twenty years. It funds enhanced middle and high school courses like Engineering. It provides intervention programs for struggling students who need them. It ensures high quality Art, Music and P.E. classes for all elementary students. It reduces class sizes – particularly in elementary schools, and it pays for the cost of all-day kindergarten, which state budget cuts took away.

We never forget the trust you place in us to do our very best for students with the resources the District receives. We thank the Amphitheater voters, who consistently support the education of their community’s children. You make these programs possible and ensure our district’s students have the same opportunities as those in other school districts with budget overrides. In return, we will continue to keep our administrative costs among the lowest in the state and put more dollars into the classroom.

Please continue to help us provide an excellent educational experience by voting YES.

(193 words)

**PASSED AND ADOPTED** by the Governing Board this 23rd day of July, 2024.

\_\_\_\_\_  
Scott K. Baker, Ph.D.  
President

(District Seal)

\_\_\_\_\_  
Susan Zibrat  
Vice-President

\_\_\_\_\_  
Deanna M. Day, M.Ed..

\_\_\_\_\_  
Matthew A. Kopec

\_\_\_\_\_  
Vicki Cox Golder